

K # 4108

ees = 8,000

pages 105



Agreement Between
NEWPORT NEWS SHIPBUILDING
and the
**UNITED STEELWORKERS
OF AMERICA**

July 26, 1999 through
June 6, 2004



K # 4108

ees = 8,000

Newport News Shipbuilding

**NEWPORT NEWS SHIPBUILDING
AND
DRY DOCK COMPANY**

and

**UNITED STEELWORKERS
OF AMERICA**
AFL-CIO-CLC

**COLLECTIVE BARGAINING
AGREEMENT**

**FOR THE TERM
July 26, 1999 through June 6, 2004**



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ARTICLE 1
Parties to Agreement

This Agreement, dated July 26, 1999, is between Newport News Shipbuilding and Dry Dock Company (hereinafter referred to as the "Company") and the United Steelworkers of America (hereinafter referred to as the "Union"). Except as otherwise expressly provided herein, the provisions of this Agreement shall be effective on July 26, 1999.

ARTICLE 2
Recognition

Bargaining Unit. The Company hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours and conditions of employment for all employees in the following bargaining unit:

ALL PRODUCTION AND MAINTENANCE EMPLOYEES OF THE NEWPORT NEWS SHIPYARD INCLUDING APPRENTICES (PRODUCTION AND MAINTENANCE DEPARTMENTS), ALL MATERIAL MEN, MATERIAL SUPPORT EMPLOYEES (MATERIAL EXPEDITERS AND MATERIAL SUPPLY CLERKS), TOOLROOM EMPLOYEES, AND PLANT AND OFFICE CLERICAL EMPLOYEES (DRAWING CLERKS, KEY MACHINE OPERATORS, MAIL CARRIERS, OFFICE CLERKS, REPRODUCTION CLERKS, SENIOR OFFICE CLERKS, AND SENIOR REPRODUCTION CLERKS), OFFICE JANITORS, TECHNICAL EMPLOYEES (MT-PT INSPECTORS, OPTICAL DETAILERS, RADIOGRAPHIC OPERATORS, ULTRASONIC INSPECTORS AND INSPECTORS), AND FOOD SERVICE WORKERS, BUT EXCLUDING ALL EMPLOYEES IN THE PLANT PROTECTION DEPARTMENT, INCLUDING GUARDS, FIRE PREVENTION EMPLOYEES, PLANT FIREMEN, ROUNDSMEN AND FIRE WATCHERS, ALL PATTERNMAKERS (AND APPRENTICES), ALL TIME-KEEPERS, ALL SALARIED EMPLOYEES, ALL DESIGN AIDES, DESIGN APPRENTICES, TECHNICAL AIDES, JUNIOR DESIGNERS, DESIGNERS, SENIOR DESIGNERS AND SUPERVISORS AS DEFINED IN THE ACT.

ARTICLE 3

Purpose and Intent

It is the purpose and intent of the Company and the Union to set forth herein their entire Agreement with respect to wages, hours, and working conditions; to secure maximum efficiency of the operation and maximum production of the employees; and to provide for a fair and prompt grievance procedure for the peaceful settlement of grievances of employees; and that there be no interruption and impeding of operations during the term of this Agreement. It is recognized by both parties that they have a mutual interest and obligation in maintaining full cooperation between the Company and Union, which will permit continued safe, economical and efficient operations.

ARTICLE 4

Responsibilities of the Parties

Each of the parties hereto acknowledges the rights and responsibilities of the other party and agrees to discharge its responsibilities under this Agreement.

The Union (its officers and representatives at all levels) and all employees are bound to observe the provisions of this Agreement.

The Company (its officers and representatives at all levels) is bound to observe the provisions of this Agreement.

In addition to the responsibilities that may be provided elsewhere in this Agreement, the following shall be observed:

1. There shall be no intimidation or coercion of employees into joining the Union, continuing their membership therein, or refraining from such activities.
2. There shall be no Union activity on Company time. The Company will, subject to the following conditions, agree to show a video prepared by the Union as part of the Company's orientation for new hourly employees. Any new video must first be approved by the Company as to both content and duration. To this end, the Union shall submit the proposed text of the video and the final proposed video to the Company for review. The video shall relate to the Union's role as bargaining agent for the Company's bargaining unit employees. Once the Company has approved the video, it shall be shown as part of the Company's orientation program for the term of this Agreement. The Local Union President, or his designee, shall be notified in advance of and

given the opportunity to be present and answer questions in the orientation meetings for new employees covered by this Labor Agreement. In doing so the President, and/or his designee shall not demean the Company or its representatives.

3. The applicable procedures of the Agreement will be followed for the settlement of all complaints or grievances.
4. There shall be no interference with the right of employees to become or continue as members of the Union or refrain from Union membership.
5. There shall be no discrimination, restraint, or coercion against any employee because of membership or lack of membership in the Union.
6. The Director of Labor Relations and the Subdistrict Director of the International Union, and their designees, shall participate, at least quarterly in Joint Labor-Management Communications Meetings. The purpose of these meetings will be to insure awareness by all of the many issues confronting the parties through effective two-way communications between the Company and Union. Topics to be discussed at these meetings shall include the parties' goals and objectives, competitive marketing conditions and trends. These meetings shall underscore the necessity of communication, cooperation and recognition of each other's needs as solutions to the parties' common problems are attempted. The number of participants in these meetings shall be no more than ten (10) members each from the Company and the Union but shall include the Local Union President, the Grievance Committee Chairperson, the Director of Trades Administration and the Manager of Labor Relations.
7. It is the continuing policy of the Company and the Union that the provisions of this Agreement shall be applied in accordance with applicable law to employees without regard to race, color, religious creed, national origin, sex (including sexual harassment), disability or age. The representatives of the Union and the Company in all steps of the complaint and grievance procedure and in all dealings between the parties shall comply with this provision. The Company's Manager of EEO and Diversity shall meet with no more than three (3) Union designated Civil Rights representatives at mutually agreeable times to review matters involving Civil Rights. Such Union representatives shall be granted such time off without pay as necessary for such purpose after release for duty (which shall not be unreasonably withheld) by their own department head or his designated representative and clearance from the Director of Labor Relations or his designated representative. Upon written request by the President of the

Local Union, the Chairperson of the Local 8888 Civil Rights Committee shall be allowed time off from work without pay to:

- A. Meet with Grievance Committee persons to assist in the preparation of the Union position to be included in specific Grievance Records where civil rights complaints are made by an employee, and
 - B. Meet with the Company's Manager of EEO and Diversity on grievances referred to them by the Grievance Committee Chairperson and Manager of Labor Relations to determine the merits of any civil rights complaints raised in the grievance. Such meetings shall take place within ten (10) days of this referral. The Company's Manager of EEO and Diversity and the Chairperson of the Local 8888 Civil Rights Committee shall respond, in writing with their recommendation to the Grievance Committee Chairperson and Manager of Labor Relations within ten (10) days of their meeting.
8. All complaints or grievances shall be considered carefully and processed promptly in accordance with the applicable procedures of this Agreement.
 9. The Local Union President, Grievance Committee Chairperson, and servicing Staff Representative(s) will be permitted access to the Shipyard at reasonable times when necessary to transact legitimate Union business pertaining to the administration of the applicable agreements between the parties after notice to the Director of Labor Relations or his designated representative. Should it become necessary for the Local Union President and/or the Grievance Committee Chairperson to visit other departments of the Shipyard to transact such Union business at a time when he is at work, he shall be granted such time off without pay as necessary for such purpose after release from duty (which shall not be unreasonably withheld) by his own department head or his designated representative and clearance from the Director of Labor Relations or his designated representative. The Local Union President may designate his Vice President to act in his capacity under this Article.

ARTICLE 5 **No Strike-No Lockout**

Section 1.

(a) During the term of this Agreement there shall not be any work slowdown, work stoppage, picketing, strike, withholding of services in recognition or support of issues involving employees or individuals outside the bargaining unit encompassed by this Agreement, or interference with the operation of the Shipyard.

(b) Any employee engaging in activity prohibited by subsection (a) shall be subject to appropriate disciplinary action, up to and including discharge.

Section 2. During the term of this Agreement, there shall be no lockout of employees over a labor dispute.

Section 3. In the event of a violation(s) of Section 1, no grievances shall be discussed or processed at Step 2 or above, and under no circumstances shall any complaint or grievance concerning employees engaged in such violation be discussed or processed while such violation continues.

Section 4. No officer, agent or representative of the Union shall authorize, instigate, aid or condone any activity in violation of this Article nor shall any employee participate in any such activity.

ARTICLE 6 **Management**

Except as limited by the terms of this Agreement, the Company has and retains exclusively to itself the traditional rights in the exercise of the functions of Management, including, but not limited to the following rights: to manage and operate all Company facilities of any kind; to direct its employees; to direct, plan and control all Shipyard operations; to establish and/or change existing methods, materials, equipment, facilities and accounting methods; to determine what products shall be manufactured or distributed and services or work performed in the Shipyard or by its employees covered by this Agreement and/or where they shall otherwise be manufactured or distributed and/or work performed; to determine the design, marketing, advertising and pricing of said products and/or services; to utilize suppliers, vendors, and subcontractors (including the use of vendors, suppliers or subcontractors personnel in testing and/or working on equipment or material supplied by the vendor, supplier or subcontractor) not inconsistent with the terms of this agreement; to select and hire employees and assign them to work as needed; to schedule hours of work; to transfer, suspend, discipline and discharge employees for just and proper cause; to lay off employees or relieve them from duty for lack of work or for other legitimate reasons.

ARTICLE 7

Contracting Out

Section 1. Basic Principles. In recognition of the valued role of the employees in the success of the Company, and the need of the Company to operate in an efficient manner, the parties have established the following principles to be applied with respect to the contracting out of bargaining unit work.

A) It is agreed that bargaining unit work shall not be contracted out if the direct result or direct effect of such action would be to lay off employees or erode the bargaining unit.

B) In exercising its right to contract out bargaining unit work the Company may consider the availability of qualified manpower, the availability of equipment, production requirements and cost considerations, other than those that are solely based on labor costs, in determining whether to utilize contractors.

C) Nothing in this Section 1 precludes the layoff of any employee as a result of a subsequent reduction-in-force.

Section 2. Coverage. For purposes of this Article, Contracting Out shall be defined as any arrangement entered into by the Company with a contractor to perform work which is currently performed by bargaining unit employees. The restrictions on the Company's right to contract out contained in this Article shall not apply to the following situations:

A) Where proposed business opportunities are expected to result in an increase of work for bargaining unit employees and it is necessary to submit a bid in which both bargaining unit and contractor personnel are utilized to perform such work (e.g. commercial ship repair, Navy non-nuclear overhaul);

B) Where proposed business opportunities are expected to result in an increase in work for bargaining unit employees and it is necessary to enter into a joint venture or teaming agreement with another shipyard (e.g., New Attack Submarine program, LPD 17); or

C) Where the work has historically been performed by both contractors and bargaining unit employees and the continued utilization of contractors does not alter the ratio between such bargaining unit employees and contractor personnel.

The Company shall provide the Contracting Out Committee, set forth in Section 3 below, with appropriate information as to C) of this section and as to the basis for deciding why contractors are necessary for obtaining the work set forth in A) and B) of this Section.

Section 3. Contracting Out Committee. A Contracting Out Committee, consisting of not more than ten (10) members, half of whom shall be members of the bargaining unit designated in writing by the District Director of the Union, shall meet on a monthly basis to discuss current and planned contracting out at the Yard. The Company will provide the Union, at such meetings, with notice of its plans and/or decision to contract out bargaining unit work, and will provide the Union with the opportunity to offer alternate solutions to the utilization of contractors. In addition, the Committee can discuss ways to better utilize Shipyard employees and reduce the need for contractors. Should the Union dispute the Company's utilization of contractors, a grievance may be filed at Step 2 of the Grievance Procedure and processed through the Steps described in Articles 11, and 12 or 13.

Section 4. Notice and Information.

A) The Company shall give the Union timely notice of any tentative decision to contract out work when such contracting will result in the termination of a work process currently performed by members of the bargaining unit. In such circumstances the Contracting Out Committee will convene within three (3) workdays of such notice, to review, in detail, the work to be performed and the reasons for contracting out this work. The Committee will then review relevant information in the Company's possession relating to the reasons for contracting out as described in Section 1 of this Article. The Union will, within three (3) workdays, present to the committee relevant information in its possession to support its objections, if any, to the proposed contracting out. The Committee will give full consideration to any comments or suggestions by committee members.

B) In all other contracting matters, not covered by (A) above, the Company shall give the Union timely notice of its decision to contract out work. The Company will review its decision(s) at the next monthly committee meeting and will provide the committee with relevant information as to the reason why it decided to enter such subcontract agreement(s). Nothing shall prevent the parties from meeting more or less frequently if deemed necessary by the District Director (or his designated representative) and the Director of Labor Relations (or his designated representative).

Section 5. Mutual Agreement. The committee may resolve a dispute over contracting out by mutually agreeing that the work in question either shall or shall not be contracted out. Any such resolution shall be in writing and be final and binding but only as to the matter under consideration and shall not affect future determinations of the Union or the Company under this Article.

Section 6. Grievances and Arbitration. If agreement is not reached on a matter of contracting out raised under Section 4 of this Article, the Contracting Out Committee will prepare a grievance record as described in Article 11, Section 2 of the Labor Agreement within five (5) workdays and the matter will be resolved under this accelerated arbitration procedure. The matter will be decided by an Arbitrator as follows:

A) An agreed upon panel of five (5) arbitrators can be found in Appendix C of this Agreement. The parties agree to take steps to maintain the panel at five (5) arbitrators for the term of the Agreement. These arbitrators will serve as long as they are mutually agreed upon by both parties, but in all cases the number of available arbitrators for selection shall not be less than three (3).

B) One of these arbitrators shall be selected to hear a given dispute by mutual agreement or, failing such agreement, by drawing a name from among all the names on the panel.

C) If the selected arbitrator cannot hear the case within fifteen (15) workdays or render an award within thirty (30) days of the hearing, the selection process described in Section 6 B) of this Article shall be repeated until an arbitrator is selected who can hear and decide the case within these time limits.

D) Hearings shall be conducted in accordance with Article 12 of this Agreement in all other respects.

ARTICLE 8 **Hours of Work**

Section 1. No Guarantee. Nothing in this Agreement shall be construed as a guarantee of hours of work per day or per week and nothing in this Agreement shall require the payment of pay for hours which have not actually been worked by the employee concerned except where expressly provided otherwise in this Agreement.

Section 2. Non-Duplication. Payment of overtime or premium pay shall not be duplicated for the same hours worked.

Section 3. Payroll Week. The payroll week shall commence with the starting time of the third shift Sunday night (which shall be considered a Monday shift) and shall end with the starting time of the same shift seven (7) days later. Each employee shall be paid on a weekly basis.

Section 4. Normal Workday. The normal workday shall be eight (8) hours of work (excluding any unpaid lunch period) in a twenty-four (24) hour period.

Section 5. Normal Workweek. The normal workweek shall be five (5) consecutive days of work beginning with the starting time of the third shift Sunday night (which shall be considered a Monday shift).

Section 6. Straight-Time Hours. An employee shall be paid at his applicable straight-time hourly rate of pay:

- (a) For the first eight (8) hours worked in any continuous twenty-four (24) hour period, beginning with the starting time of the employee's shift, unless the shift starts on a premium day. (A third shift starting Sunday night shall be considered a Monday shift.)
- (b) For the first forty (40) hours worked in the employee's workweek, less all time for which daily, sixth or seventh day worked or holiday overtime or premium has been earned.
- (c) For the first eight (8) hours worked on a shift which starts on the day before and continues into a specified holiday.

Section 7. Time and One-Half. Except where specified differently in this Article, an employee shall be paid at the rate of time and one-half (1-½) his applicable straight-time hourly rate of pay:

- (a) For time worked in excess of eight (8) hours in any continuous twenty-four (24) hours, beginning with the starting time of the employee's shift.
- (b) For time worked in excess of forty (40) hours in the employee's workweek, less all time for which daily, sixth or seventh day worked or holiday overtime or premium has been earned.
- (c) For time worked on any shift which starts on the sixth day worked in a workweek (providing the employee has worked forty (40) hours at straight time in that workweek).
- (d) For time worked on any shift which starts on a paid holiday (plus the holiday pay to which he is otherwise entitled).

- (e) For time worked on any shift which starts on the sixth day in a workweek in which the employee does not have forty (40) hours at straight-time solely as a result of being passed out by the Company in accordance with Article 15, Section 5 during that workweek. The employee to be eligible for time and one-half (1-1/2) must have worked all other scheduled hours during that workweek.

Section 8. Double Time. Except where specified differently in this Article, an employee shall be paid at the rate of double (2) his applicable straight-time hourly rate of pay:

- (a) For time worked on any shift which starts on the seventh day worked in a workweek (providing the employee has worked forty (40) hours at straight time and eight (8) hours at time and one-half (1-1/2) in that workweek). Note: A third shift starting Sunday night shall be considered a Monday shift.
- (b) For time worked in excess of sixteen (16) consecutive hours in any continuous twenty-four (24) hour period, beginning with the starting time of the employee's shift.
- (c) For time worked on any shift which starts on the seventh day in a workweek in which the employee does not have forty (40) hours at straight-time solely as a result of being passed out by the Company in accordance with Article 15, Section 5 during that workweek. The employee to be eligible for double time (2) must have worked all other scheduled hours during that workweek.

Section 9. Double Time and One-Half. Except where specified differently in this Article, an employee shall be paid at the rate of two and one-half (2-1/2) times his applicable straight-time hourly rate of pay for time worked in excess of sixteen (16) consecutive hours on a shift which started on the sixth day worked in a workweek.

Section 10. Triple Time. Except where specified differently in this Article an employee shall be paid at the rate of three (3) times his applicable straight-time rate of pay for time worked in excess of sixteen (16) consecutive hours on a shift which started on the seventh day worked in a workweek. Note: A third shift starting Sunday night shall be considered a Monday shift.

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Section 11. Shifts. For pay purposes shifts shall be as follows:

- (a) First Shift: Any shift which regularly begins between the hours of 5:00 a.m. and 1:59 p.m.
- (b) Second Shift: Any shift which regularly begins between the hours of 2:00 p.m. and 8:59 p.m.
- (c) Third Shift: Any shift which regularly begins between the hours of 9:00 p.m. and 4:59 a.m.

It is the starting time which defines the shift, not the ending time. However, pre-shift overtime will not qualify an employee for shift differential.

Section 12. Shift Change.

(a) The Company shall endeavor to provide an employee five (5) work-days notice of any change in the employee's shift. It is recognized that operation and production requirements may require a shorter notice period.

(b) Employees who desire a shift change shall submit a request to their immediate supervisor on a form designated for that purpose. Copies of this request will be given to the employee and the Grievance Chairperson of the Local Union. These forms will be maintained in a departmental file and when an opening occurs on a particular shift that is approved to be filled, the Company shall give consideration to those employees who have thus indicated a desire for a shift change. In so doing, the Company will consider operational needs, seniority, and the skills and abilities of the employees. When the Company determines that operational needs permit such shift change, the Company shall select from the list the most senior employee in that job function and department provided he has the skills and abilities to perform the work available. When an employee is granted a shift change under this procedure, the employee may not submit another request for 12 months unless the employee's shift is changed within that 12-month period by the Company for any reason.

Section 13. Shift Premium.

(a) An employee who works the second or third shift shall receive a shift premium of \$.47 per hour for all hours worked on his shift, and such shift premium shall be included in his regular straight-time hourly rate for the purpose of calculating overtime.

(b) A first shift employee who works into another shift shall not receive shift premium.

(c) If a first shift employee's shift is changed to second or third shift, he shall immediately receive the applicable shift premium.

(d) If a second or third shift employee's shift is changed to the first shift, he shall immediately lose the shift premium.

(e) A second or third shift employee who is called to work prior to the beginning of his shift shall be paid the shift premium for all hours worked.

(f) A second or third shift employee who works after the end of his shift shall be paid the shift premium for all hours worked.

Section 14. Lunch Period.

(a) **First and Second Shift Non-Continuous Operations.** The first-shift lunch period, regardless of the number of hours worked, shall be one-half hour unpaid, and it shall be scheduled between 12:00 noon to 12:30 p.m., except that it may be scheduled to start no earlier than 11:00 a.m. nor later than 1:00 p.m. Any employee who is required to take a regular lunch period at a time other than 12:00 noon must be notified of the change by 10:00 a.m. The second-shift lunch period, regardless of the number of hours worked, shall be one half-hour unpaid, and it shall be scheduled between 8:00 p.m. and 8:30 p.m., except that it may be scheduled to start no earlier than 7:00 p.m. nor later than 9:00 p.m. Any employee who is required to take a regular lunch period at a time other than 8:00 p.m. must be notified of the change by 6:00 p.m.

(b) **Notice of Change in Lunch Period.** An employee who does not receive notice of a change in his regular lunch period by 10:00 a.m. (first shift) or 6:00 p.m. (second shift) will take his one-half hour lunch at the normal time except as provided below.

(c) **Three Consecutive Non-Overlapping Shifts.** Third shift employees and employees assigned to three non-overlapping shifts shall be allowed a paid lunch period of twenty (20) minutes during each eight (8) hour shift, regardless of the shift to which they are assigned.

(d) **Twelve-Hour Shifts.** In the event that any department or group of employees is scheduled to work on a two-shift basis, twelve (12) hours per shift, there shall be one twenty (20) minute paid lunch period per twelve (12) hour shift, and such lunch period will be included as hours worked for overtime purposes.

Section 15. Trial Trips. The foregoing provisions relating to work in excess of sixteen (16) consecutive hours shall not apply to an employee on a trial trip (crew or otherwise), except at times he may actually work or his services be utilized for more than sixteen (16) consecutive hours.

Section 16. Payroll Error. Any error in the calculations of an employee's pay shall be corrected on the day that the error is brought to his immediate supervisor's attention by the affected employee, provided that the error is presented no later than 10:00 a.m. on that day. If presented after 10:00 a.m. it shall be corrected no later than the next workday, ex-

cluding Saturday, Sunday and holidays. Any such errors shall be corrected by providing the employee with a check.

ARTICLE 9 **Distribution of Overtime**

Section 1. The Company will make every reasonable effort to divide overtime work among employees in each general foreman's area of responsibility by classification and shift as impartially as is practicable. In doing this, it is recognized that the Company will take into consideration the qualifications of employees for the job to be done and the efficient operation of the Department.

Section 2. A written record of overtime worked by the employees in each Department will be maintained by the employees' foremen. The overtime record will indicate the employee's classification and the date and the amount of overtime being credited to the employee. This record will be kept on a calendar year basis; at the end of such time the record will be started anew. The general foreman's records of distribution of overtime may be reviewed by a respective Grievance Committee person with the employees' general foreman. Employees will be credited with overtime worked by recording the number of actual overtime hours worked. Employees unable to work overtime, when requested, shall be deemed to have worked the hours assigned for distribution purposes.

Section 3. Should the Company and Union determine that an employee was improperly denied overtime opportunities, the Company shall provide the employee with the next available overtime, provided the employee is qualified for the job to be done and it does not disrupt the efficient operation of the department.

ARTICLE 10 **Overtime Cooperation**

Section 1. The necessity for the Company to schedule overtime is recognized in order to meet production, maintenance and service requirements. It is expected that employees will continue to cooperate in working overtime for Company and employee mutual best interests. Employees who accept overtime work and are then unable to work, must notify the Company at the earliest possible time. If an insufficient number of employees volunteer to perform the required overtime work, necessary employees may

then be selected on the basis of their ability to perform the job in the reverse order of seniority and will be required to perform the needed work.

Section 2. The Company will endeavor to notify employees by the middle of their shift if it is necessary to work daily overtime hours. Notification of unscheduled weekend overtime work, where possible, will be given to employees by the middle of their shift on Thursday of the week in which the overtime occurs. If an employee is not so notified of daily and/or weekend overtime work, his/her subsequent decline of the offer to work overtime shall not be counted as overtime hours worked for distribution purposes under Article 9 of this Agreement.

ARTICLE 11 **Grievances**

Section 1. Purpose. Any disputes or complaints regarding the application of this Agreement may be resolved through the grievance procedure. The grievance procedure shall serve as the exclusive means to resolve any such disputes or complaints.

Section 2. Procedure. Grievances may be presented and discussed by an employee or an employee's Union representative or for a group of employees by their Union representative or representatives, in the steps outlined below. Grievances shall be raised and processed promptly and the Company's liability shall not extend beyond thirty (30) calendar days before the initiation of the grievance or the date the grievant reasonably should have known of the event giving rise to the grievance, whichever date is later.

Step 1. Oral Presentation of Grievance to Supervisor. If an employee believes he has a grievance it may be presented and discussed with his immediate Supervisor with or without his Grievance Committee person (and/or Assistant Grievance Committee person), as the employee may elect, in an attempt to resolve the matter. Except as provided in Section 6 of this Article, a grievance shall be raised within five (5) working days of the event giving rise to the grievance unless the grievant could not reasonably have been aware of such event within the five (5) work-day period. The employee may, if he so desires, report the matter directly to his Grievance Committee person (and/or Assistant Grievance Committee person) who shall in the presence of the employee present the grievance to the employee's Supervisor.

The Supervisor, who shall have authority to settle the grievance, shall give his oral answer within three (3) working days of this discussion. If the employee is not satisfied with the Supervisor's answer, the Grievance Committeeperson (and/or Assistant Grievance Committeeperson) shall be empowered to settle, withdraw, or appeal the grievance to the Supervisor of Employee Relations.

If the Grievance Committeeperson (and/or Assistant Grievance Committeeperson) determines to appeal, he shall prepare and sign a Grievance Appeal Form as set forth in Appendix A attached to this Agreement. This appeal form shall be signed by the affected employee(s), and the Grievance Committeeperson (and/or Assistant Grievance Committeeperson) shall deliver the form to the Supervisor of Employee Relations within five (5) working days of the receipt of the immediate Supervisor's answer.

The Grievance Committeeperson and the Supervisor of Employee Relations shall then independently prepare the Union and Company positions for the grievance record. The Union's position shall contain a statement of the facts, the contractual provisions which the Union relied upon, the remedy being sought and the signature of the Grievance Committeeperson. The Company's position shall contain a statement of the facts and the contractual provisions upon which the Company relied, and the signature of the Supervisor of Employee Relations. The Grievance Committeeperson and the Supervisor of Employee Relations shall meet for the purpose of simultaneously exchanging their respective written positions within five (5) working days of the receipt of the appeal form. These completed written positions: (a) shall to the extent possible represent a detailed account of the respective positions of the parties; and (b) shall then be incorporated with the appeal form to make the grievance record.

Upon completion of the grievance record, the grievance shall then be discussed between the Supervisor of Employee Relations and the Grievance Committeeperson (and/or Assistant Grievance Committeeperson) who shall be empowered to and shall attempt to settle the grievance. Participants in the discussion shall include the grievant and the immediate Supervisor involved. Such discussion shall take place no later than three (3) working days after completion of the grievance record.

The Supervisor of Employee Relations shall give his answer in writing within three (3) working days of the discussion. The Grievance Committeeperson (and/or Assistant Grievance Committeeperson) shall be empowered to settle, withdraw or appeal the grievance to Step 2. If the Grievance Committeeperson (and/or Assistant Grievance Committeeperson) determines to appeal, he shall file the written grievance record with the Manager of Labor Relations within five (5) working days of the answer of the Supervisor of Employee Relations.

Step 2. With the Manager of Labor Relations. The Step 2 appeal form as incorporated in the grievance record shall be signed and dated by the Manager of Labor Relations or his representative to acknowledge its receipt.

The grievance shall be referred to a Step 2 meeting between the Manager of Labor Relations or his representative and the Grievance Committee Chairperson or his representative within five (5) working days of the filing of the grievance record and discussed at a Step 2 meeting within five (5) working days of referral. Either party where necessary may invite witnesses or representatives whose presence is relevant to the resolution of the issue in dispute, except the grievant, the Grievance Committeeperson, the immediate Supervisor and the Supervisor of Employee Relations shall be included at the discretion of the respective party. The parties recognize the need to limit the number of witnesses at such meeting, that their attendance shall be limited to time required for their testimony, and that because of production and operating requirements employees called to such meetings must be first excused from work by their Supervisor. The Manager of Labor Relations and the Grievance Committee Chairperson, or their representatives, shall be empowered to and shall attempt to settle the grievance.

The Manager of Labor Relations shall give his answer in writing within ten (10) working days of the Step 2 meeting. This answer shall be incorporated in the grievance record.

The Grievance Committee Chairperson shall be empowered to settle, withdraw or appeal the grievance to Step 3. If the Grievance Committee Chairperson determines to appeal, he shall prepare and sign a Step 3 appeal letter, which he shall file with the Director of Labor Relations within ten (10) working days of the Step 2 answer.

Step 3. With the Director of Labor Relations. The Step 3 appeal letter, as incorporated in the grievance record, shall be signed and dated by the Director of Labor Relations, or his representative, to acknowledge its receipt.

The grievance shall, within ten (10) working days, be referred to the Director of Labor Relations or his representative and the International Staff Representative at Step 3. The grievance shall be discussed at a Step 3 meeting within ten (10) working days of referral. Either party where necessary may invite witnesses or representatives whose presence is relevant to the resolution of the issue in dispute, except the grievant, Grievance Committeeperson, the Grievance Committee Chairperson and immediate Supervisor, the Supervisor of Employee Relations and the Manager of Labor Relations shall be included at the discretion of the respective party.

The parties recognize the need to limit the number of witnesses at such meeting, that their attendance shall be limited to time required for their testimony, and that because of production and operating requirements employees called to such meetings must be first excused from work by their supervisor. The International Staff Representative and Director of Labor Relations, or his representative, shall be empowered to and shall attempt to settle the grievance. The Director of Labor Relations shall give his answer in writing within ten (10) working days of the Step 3 meeting. The International Staff Representative shall be empowered to settle, withdraw or appeal the grievance to arbitration. If he determines to appeal, he shall so notify the Company in writing within thirty (30) calendar days from receipt of the Step 3 answer.

If a meeting at Step 3 is not held within the applicable time limit, the grievance may be submitted to arbitration by the International Staff Representative within twenty (20) calendar days of the expiration of the time limit for a Step 3 meeting. If the International Staff Representative does not appeal the grievance to arbitration within the applicable time limits, the grievance shall be considered withdrawn and shall not be eligible for further appeal.

Section 3. Disciplinary Action.

(a) **Notice to Employee.** The Company shall promptly furnish an employee who has been disciplined by an Oral Warning, a Written Warning, a Suspension or a Discharge with a written notice of the disciplinary action which shall include a statement describing the misconduct with which he has been charged (including Supervisor's (s') written statements, where applicable) and his right to have Union representation. A copy of such statement shall also be sent to the Local Union. Any written statement furnished to the employee shall not limit the Company's right to rely on evidence which becomes available after the statement is prepared.

(b) **Discharge Meeting.** Prior to making a final decision to discharge an employee the Company will suspend the employee and schedule a meeting between the affected employee, the Grievance Committee person or his designee, and the Supervisor of Employee Relations and the employee's immediate Supervisor, at which time the proposed disciplinary action and reasons therefore shall be disclosed and discussed. The meeting shall take place at a time and place designated by the Company but no later than three (3) working days from the date of the initial suspension (exclusive of Saturdays, Sundays and holidays specified in Article 18). If, after this meeting, the proposed discharge is maintained or otherwise modified, the effective date of the disciplinary action shall be the starting date of the suspension.

(c) Initiation of Grievances Over Discharges. Within five (5) working days of the meeting referred to above, the employee may initiate a grievance at Step 2 of the Grievance Procedure by filing the Grievance Appeal Form with the Supervisor of Employee Relations. A grievance record shall then be prepared as outlined in Step 1 of the procedure, within five (5) working days of receipt of the Grievance Appeal Form.

The grievance shall then proceed in accordance with the Grievance Procedure beginning at Step 2 of the procedure.

(d) Initiation of Grievances Over All Disciplinary Suspensions, All Written Warnings and All Oral Warnings. Grievances concerning all Disciplinary Suspensions, concerning all Written Warnings and concerning all Oral Warnings, may be initiated in accordance with this Article directly with the appropriate Supervisor of Employee Relations at Step 1. If such grievances are not settled or withdrawn at Step 1, they shall be appealed by the Grievance Committee Chairperson or his designated representative directly to Expedited Arbitration within ten (10) working days of the receipt of the Supervisor of Employee Relations' Step 1 answer. If such grievances are not appealed as described above within ten (10) working days and/or arbitrated within two hundred seventy (270) calendar days from such appeals, they shall be considered withdrawn and shall not be eligible for further appeal.

Section 4. Arbitration Remedies. If it is determined by an arbitrator that an employee was suspended or discharged without just cause, he may fashion an appropriate remedy which may include reinstatement and back pay.

Section 5. Disclosure of Relevant Information. During each step of the Grievance Procedure the Union and the Company will disclose the pertinent facts and information that are being relied upon in a particular case. Copies of any such information or materials shall be made available upon request.

Section 6. Miscellaneous. It is recognized that the nature of a grievance may be such that its initiation at a step above Step 1 is appropriate. In such cases, the parties may agree to their initiation at a higher step. Without limiting the foregoing, it is specifically agreed that grievances concerning discharges may be initiated at Step 2.

Grievances resolved at Step 1 shall be considered resolved without precedent and shall not be used in the discussion of other grievances or arbitration cases, provided however that disciplinary penalties resulting in such cases and the violation for which such disciplinary action resulted shall

not be barred by this provision from use in other grievance or arbitration cases, unless the parties' representative at such step shall otherwise agree in writing.

Unless a time limit applicable to Step 1 or 2 is extended by mutual agreement, no grievance may be processed outside of the stated time limit, except that if a meeting is not held or the answer is not given at Step 1 or 2 within the applicable time limit, the Union may appeal the grievance to the subsequent step. The time limit for each respective appeal shall start as of the time the grievance answer is given or upon expiration of the time in which such answer is due, whichever occurred earlier.

Time limitations shall be calendar days exclusive of Saturdays, Sundays and holidays, specified in Article 18, except where calendar days are specified.

After a grievance has been filed, nothing in this Article shall prohibit the appropriate Grievance representative from being present at the adjustment of the grievance.

Section 7. Access to Plants. A Staff Representative of the International Union shall be granted reasonable access to the Shipyard under Management escort for the purpose of investigating grievances which are being considered by the Union and the Company at the second or third step of the grievance procedure, provided such investigations do not conflict with any government regulations and are in accordance with general rules agreed upon by the Company and the Union.

Section 8. Grievance Time. All time spent in processing grievances under this Article and in processing cases to arbitration under Articles 12 and 13 shall be on the employee's(s') time. This shall apply to employees serving in any Union capacity, including witnesses interviewed or called by the Union at any step of this procedure or in any arbitration but shall not include the specific grievant(s). Grievance Committeepersons (and/or Assistant Grievance Committeepersons) shall have the right to interview any witness on the job during the course of a grievance investigation provided that, because of production and operation requirements, employees must first be excused from work by their immediate Supervisor prior to being interviewed. Grievance meetings shall be scheduled so that the grievant's(s') time off the job will be minimized. However, in no case will a grievant lose straight-time earnings to attend a grievance meeting and absent mutual agreement between the Company and Union will an employee be required to attend a grievance meeting at Step 1 or 2 on a shift other than the one which the employee is working.

ARTICLE 12

Arbitration

The International Staff Representative may submit any grievance to arbitration after the grievance procedure has been exhausted subject to the following principles and procedures.

Section 1. The Union and Company shall jointly appoint impartial arbitrators to serve on an arbitration panel for the term of this Agreement or for such shorter term as the parties may agree. The parties shall select arbitrators from this panel to hear cases subject to an agreed upon rotation system.

Section 2. The arbitrator shall conduct a fair hearing to be held in the Newport News area. Each party shall have the right to be represented by a person of his own choosing. The arbitrator in consultation with the parties shall adopt rules and procedures regarding the hearing. The panel of arbitrators shall hear cases and render awards in accordance with this Agreement, the procedures set forth above and any other procedures mutually agreed upon by the parties.

Section 3. Employee discharge cases shall be heard by an arbitrator and awards rendered within ninety (90) days after the grievance is submitted to arbitration. The time limit in this Section may be extended by mutual agreement of the parties.

Section 4. The arbitrator shall act in a judicial, not legislative, capacity. He shall regard the provisions of this Agreement as the basic principles and fundamental law governing the relationship of the parties and shall have no power to change, add to, or delete from its terms. The arbitrator shall consider grievances involving the application and interpretation of the provisions of this Agreement. The arbitrator's award and decision shall be rendered in writing and shall be final and binding upon the parties and employee(s) concerned.

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Section 5. The expenses and fee of the arbitrator, the cost for the hearing room and any incidental expenses of the arbitration shall be shared equally by the Company and the Union. All other expenses shall be paid by the party incurring them. Each party shall pay its own participants and its own witnesses for time lost because of attendance at the arbitration hearing. A transcript of testimony will be made and the cost of the court reporter and the arbitrator's copy of the transcript will be borne equally by the Company and the Union; additional copies of the transcript will be at the sole cost of the requesting party.

ARTICLE 13 **Expedited Arbitration**

Section 1. Scope and Purpose. Grievances which do not involve novel or complex problems and have limited contractual significance can be handled promptly through the use of the expedited arbitration procedure detailed below. Only those grievances which the International Staff Representative and Director of Labor Relations mutually designate for handling under this procedure will be processed through expedited arbitration.

Section 2. Selection Procedure. The parties shall appoint arbitrators to hear cases under this procedure, such appointments being subject to mutual agreement.

Section 3. Appeal to Expedited Arbitration. In the event in Step 3 the representatives of the parties agree that the grievance may be appropriately processed through the expedited arbitration procedure, the grievance will be referred back to Step 2. In cases of all Oral Warnings, all Written Warnings and all Disciplinary Suspensions, the grievant may be included at the Step 2 meeting at the discretion of the Grievance Committee Chairperson or his representative. If the Step 2 representatives do not resolve the grievance, the Grievance Committee Chairperson may appeal the grievance to expedited arbitration within fifteen (15) working days of the date the grievance was referred back to Step 2. If no appeal is then taken, the grievance will be considered withdrawn.

Section 4. Procedure for Conduct of Hearings. Any expedited arbitration hearing shall be informal in conduct. No briefs will be filed, no transcript taken, and the case(s) will be presented by representatives of the parties who are involved in the processing of grievances under Article 11.

Section 5. Arbitrator's Award. The arbitrator shall issue a decision no later than forty-eight (48) hours after conclusion of the hearing (excluding Saturdays, Sundays and holidays). The decision shall be in writing, be based on the evidence presented at the hearing and shall include a brief statement in explanation of the award. The arbitrator's authority is governed by Article 12.

Section 6. No Precedent. Awards (including the decision and the grievance record) rendered through the expedited arbitration procedure shall have no precedential value and shall not be relied upon or cited at any stage of the grievance and arbitration procedures set forth in Articles 11, 12 and 13.

ARTICLE 14

Union Grievance Committee

Section 1. Number and Selection of Committeepersons. The Union shall select its Grievance Committeepersons from the particular department or departments they will represent with one (1) Committeeperson for each designated department or departments. The number of Grievance Committeepersons, one of whom shall be designated as Chairperson and one as Secretary, shall not number more than eighteen (18).

Section 2. Attending to Legitimate Union Business. The employees designated by the Union to serve on the Grievance Committee will be afforded such time off without pay as may be required to attend to legitimate Union business.

Section 3. Assistant Grievance Committeepersons. Assistant Grievance Committeepersons will be designated by the Union to aid the Grievance Committee. The number of Assistant Grievance Committeepersons shall not exceed one (1) per two hundred (200) employees. Allocation of Assistant Grievance Committeepersons shall be determined by mutual agreement between the Company and the Grievance Committee. Each Assistant Grievance Committeeperson shall be an employee of the department he represents.

Section 4. Role of Assistant Grievance Committeepersons. Each Assistant Grievance Committeeperson shall be limited to the handling of grievances in Step 1 of the grievance procedure. Assistant Grievance Committeepersons will be afforded such time off without pay to attend to legitimate Union business.

Section 5. Shift Scheduling. Grievance Committeepersons and Assistant Grievance Committeepersons shall not be transferred to another shift as long as there is work in their job function which they are capable of performing.

Section 6. Discipline of Grievance Committeepersons or Assistants. In any dispute involving discipline of a Grievance Committeeperson or an Assistant Grievance Committeeperson, the Chairperson of the Grievance Committee, or his designee, shall act as representative at any such discipline or suspension meeting, including the initiation of a grievance.

ARTICLE 15 **Seniority**

Section 1. Purpose and Definition.

(a) The purpose of the seniority provisions of this Article is to maximize job security and opportunity for employees based upon length of continuous service while giving full consideration and recognition to efficient Shipyard operations. The parties recognize that in the administration of this Article the intent will be that where practicable consideration shall be given to an employee's seniority.

(b) Continuous service is defined as an employee's length of service with the Shipyard since his last date of hire. Where two (2) or more employees have the same continuous service date their length of service shall be determined by their birth dates, with the oldest employee having the greater continuous service.

(c) Employees are recognized by their particular job function. Examples of job functions are painter, MT-PT inspector, crane operator, joiner, welder, burner, rigger, machinist, material support employee, etc.

(d) Employees work in a particular job function within a department, for example, X18 welder. An employee's seniority is calculated from the date he first worked in a job function within a department from his last date of hire. Where an employee has worked in more than one job function within a department, his seniority within the department and subsequent job function shall date back to the date he first worked in that department from his last date of hire.

Section 2. Probationary Period. Each newly hired employee becomes a probationary employee upon starting work and remains so until he has completed one hundred twenty (120) calendar days of employment (Apprentices one hundred eighty (180) calendar days; however, Apprentices who are terminated from the Apprenticeship program between one hundred twenty (120) and one hundred eighty (180) calendar days shall retain seniority and continuous service from their date of hire if employed elsewhere in the Shipyard, and they shall receive preferential consideration for employment over new hires). Upon the successful completion of his probationary period, his seniority shall date back to his last date of hire. However, due to the unique nature of the Shipyard's operation, a probationary employee who is terminated because of lack of work and is rehired within one (1) year from the date of such termination, shall receive credit for the calendar days of his first employment towards the satisfaction of his probationary period. In such event, an employee's seniority shall date back to his second date of hire. Probationary employees may initiate grievances under this Agreement, but may be terminated at the sole discretion of Management.

Section 3. Loss of Continuous Service.

(a) Continuous service and the employment relationship shall be automatically terminated when an employee:

1. quits;
2. is discharged for just and proper cause;
3. exceeds a leave of absence or engages in employment or self-employment during a leave of absence;
4. is absent without leave for five (5) consecutive workdays or longer;
5. fails to return after layoff within five (5) workdays after being notified by certified mail at his last address on Company records to report for work, unless extended by mutual agreement between the Company and the Union;
6. is laid off or absent from work for any reason for a continuous period of twenty-four (24) months, except as provided in Number 7 below;
7. is absent from work as a result of a compensable injury incurred on the job for a continuous period of thirty (30) months; or
8. retires.

(b) Number 4 above shall not apply in the case of an employee who is receiving Sickness and Accident benefits under this Agreement or is receiving Workers' Compensation benefits for a period not to exceed thirty

(30) consecutive months, as a result of a compensable injury incurred on the job.

(c) Grievances protesting terminations under this Section may be initiated in accordance with the procedures set forth in Article 11.

Section 4. Layoff and Recall from Layoff. Layoffs and recalls from layoffs shall be on the following basis, except as provided in Section 10:

(a) **Seniority Application.** Seniority, as defined in Section 1 above, for purposes of layoff or recall from layoff shall be the determining factor where skill and ability are relatively equal between the affected employees.

(b) **Layoff.** Layoffs shall be on the following basis, except as provided in Section 10:

1. Prior to the commencement of a reduction in force within a particular job function in a department, all probationary employees in that job function will be terminated or laid off.
2. In the event of a further reduction in force within a particular job function in a department, all employees in that department who are on loan and are in the job function affected by the layoff shall be returned to their original department and job function.
3. (i) Upon completion of Subsections (1) and (2) above and then in the event of a further reduction in force in a particular job function within a department, all employees within that job function and department will be laid off, except as provided in 3(ii), in reverse order of seniority where skill and ability are relatively equal between the employees in the affected job function. (ii) Employees who were transferred to another job function within twenty-four (24) months from the date of the reduction in force and who are subject to layoff may return to their previous job function and displace the least senior employee in that function, provided skill and ability are relatively equal between the affected employees. The employee so displaced shall be laid off.

(c) **Recall from Layoff.** Employees shall be recalled from layoff in the following order:

1. Employees shall first be recalled to their particular job functions within the departments from which they were laid off in reverse order of layoff.
2. Should there be a further need to fill vacancies, employees who previously held seniority in the particular job functions and depart-

ments where the vacancies exist shall be given the opportunity to be recalled even though they were laid off from other job functions and departments. Employees electing to be recalled to such positions shall be compensated at their hourly rate at the time of layoff and shall not be eligible for recall to vacancies which might subsequently arise in the job functions and departments from which they were laid off.

3. Should there then be a need to fill additional vacancies, employees on layoff shall be considered for such positions prior to the hiring of any new employees, provided that skill, qualifications and training requirements are relatively equal. An employee electing to be recalled to such a vacancy shall be compensated on the basis of the skill and qualifications required for the particular job function, but shall not be compensated at a rate less than the *Helper - Pay Grade 1* except if the *Helper - Pay Grade 1* is higher than the employee's rate immediately preceding layoff. Should work become available within twenty-four (24) months of recall in the job function and department from which the employee was originally laid off, the employee shall be given the option to return to such job function and department.

(d) **Notification of Layoff and Recall.** Employees to be laid off shall be given five (5) days notice of such layoffs, except in the case of pass out. The Company may satisfy its obligation to give notice of layoff by paying employees in lieu of notice the difference between forty (40) hours of pay at the employee's straight-time hourly rate, exclusive of any shift premium, and any amounts received by the employee for time worked after notice has been given. The Company will notify the area Grievance Committee person in advance of such layoff and he shall receive a copy of the layoff notice one (1) day before it is given to the affected employee(s).

When recalling an employee(s) from layoff, the Company will give notice of such recall by registered or certified mail to the individual(s) to be recalled with such advance notice of recall as conditions permit. A copy of the recall notice will be given to the Local Union at the time of employee notification.

Section 5. Pass Out. The Company retains its right to pass out employees from work for up to three (3) shifts due to scheduling imbalances, material shortages, ship movement, the docking or undocking of a ship, fast cruise, and ceremonies relating to ship construction (e.g. - keel laying, launching, christening, commissioning). If Management determines that

work remains which is necessary to be performed within a particular foreman's area of responsibility, any pass out shall be based upon seniority and job function within a foreman's crew provided the employee retained has the skill and ability to perform the work.

Section 6. Transfer.

(a) **Permanent Transfer.** When the Company requests an employee to permanently transfer from one department to another, the employee may decline the request. If the employee accepts a permanent transfer, his Grievance Committeeperson shall be promptly notified. Any such employee permanently transferred shall carry the same seniority date as he had in the department and job function from which he transferred.

(b) **Permanent Transfer To A Job With A Lower Rate Structure.** When the Company requests an employee to permanently transfer to a job having a lower rate structure, the employee may decline the request and may, if requested by the employee, have a Grievance Committeeperson present. If the employee accepts a permanent transfer, his Grievance Committeeperson shall be promptly notified. Any such employee permanently transferred shall carry the same seniority date as he had in the department and job function from which he transferred.

(c) **Placement In a Job Function In a Specialist Job Family.** The Company may place employees in job functions in a Specialist Job Family (i.e. Specialist - Pay Grade 15, Specialist - Pay Grade 16, or Specialist - Pay Grade 17) based on production need, as exclusively determined by the Company (at the appropriate Division Director level or higher), and provided that the employee possesses the defined requirements for the particular job function. If the Company has determined that production needs require such placement and the employee possesses the defined requirements for the particular job function the Company shall make its decision on the basis of seniority, provided the employee has not had a disciplinary action of a final warning or greater within the preceding 12 months.

(d) **Movement From a Job Function In a Specialist Family.** Employees may be moved to a lower job/pay classification in a Specialist Job Family or reassigned from a Specialist Family because of either a change in production needs or because the employee fails to maintain the defined requirements in the higher job classification.

- (i) In the event that the Company determines that there needs to be a reduction, because of production requirements, in the number of employees within a particular Specialist Job Family, the Company shall reduce by reverse seniority. The affected employee(s) will have his pay rate reduced by no more than one job classification per year until the employee has reached an available job classification for which he qualifies. In no event shall the employee be reduced below Mechanic-Grade 14.
- (ii) In the event an employee fails to maintain the defined requirements of his current job classification, through no fault of the Company, the employee shall be reassigned and reduced to the rate the employee held immediately prior to his placement in the job classification for which the employee no longer qualifies. Nothing in this provision requires the Company to take steps to maintain an employee's defined job requirements where there are no production needs to continue the employee's assignment in the particular job classification.

(e) **Loan To (Temporary Transfer).** In order to meet production requirements or when the work is reduced in a given department, affected employees, to the extent that work is available in other departments, will be loaned to such other departments. Employees on loan will not have their wage rates reduced and no employee shall be loaned to a job function which has a higher rate structure. Employees on loan shall retain seniority in their original departments and job functions. Should work become available in the original departments and job functions, such employees shall be given the option to return to such departments and job functions. In the event an employee is loaned to the new department beyond one (1) year, such employee shall be considered to have permanently transferred to the new department as of the date he was first loaned. The Company will furnish the Grievance Chairperson with a monthly list of employees who are on loan.

Section 7. Seniority Lists and Employment Information. The Company shall prepare and give to the Local Union every month a current seniority list of employees in each department, their respective job functions, their dates of entry into the department, and last dates of hire. The Company shall also provide the Union on a monthly basis a list of hires, terminations, layoffs and recalls. The seniority list provided the Union shall be maintained quarterly in each department and made available for in-

spection. An employee who wants to review the seniority list shall be entitled to do so, but it shall be done upon reasonable request and at a mutually agreeable time so as not to interfere with the operations of the department.

On an annual basis, the Company shall provide the Union with the names of all bargaining unit employees, their social security numbers, their addresses, their sex, their departments, job functions and wage rates, their dates of hire and the dates of their last economic adjustment. The Company will also provide the Union with a current listing of all departments and job functions.

Section 8. Appointment of Supervisors. The appointment of any employee to a supervisory capacity is left entirely to the discretion of Management, and seniority has no application to such appointment.

Section 9. Return to Bargaining Unit. An employee who accepts an appointment to a supervisory position shall retain his seniority for a period of twenty-four (24) months in the event he should return to the bargaining unit before the end of that period. After twenty-four (24) months the employee shall forfeit any accumulated seniority in the bargaining unit except for purposes of continuous service in computing vacation or pension benefits in the event he returns to the bargaining unit after that time.

Section 10. Seniority Status of Grievance Committee and Local Union Officers. When Management decides that the work force in any department, or appropriate subdivision thereof, is to be reduced by layoff or pass out, the member of the Grievance Committee or Assistant in that immediate area shall, if the reduction continues to the point at which he would otherwise be laid off or passed out, be continued at work as long as there is a job in his respective department and job function which he can satisfactorily perform. In the event of a layoff or pass out of a Grievance Committeeperson or Assistant, the Grievance Committeeperson or Assistant shall be recalled to work as soon as there is work in his respective job function and department which he can satisfactorily perform. The intent of this provision is to retain in active employment in the Shipyard Grievance Committeepersons for the purpose of continuing in the administration of this Agreement in the interest of employees so long as a work force is at work. This provision shall apply to Grievance Committeepersons and their Assistants who the Local Union shall designate to the Company. This provision shall also apply to employees who hold any of the following offices in the Local Union: President, Vice President, and Financial Secretary.

ARTICLE 16 **Job Postings**

Job Postings. Job openings approved to be filled through a requisition shall be posted on bulletin boards located in the Shipyard. In addition, the Company agrees that the initial opening(s) which occur within the first 30 days following the Company's creation of a new job function shall be posted. This does not apply to instances where the Company combines two or more job functions into a new function or specialist job family, such openings shall not be posted. Employees can apply for a posted job opening. The Company will consider an employee based on operational needs and whether the employee has the skill and ability to perform the work.

Employees who are in Support classifications and who make application, will be given preference over applicants for new employment for Production positions, provided that skill, qualifications and training requirements are relatively equal.

ARTICLE 17 **Checkoff and Union Membership**

Section 1. The Company will check off employees' monthly dues, initiation fees and assessments each as designated by the International Secretary-Treasurer of the Union, as membership dues in the Union, on the basis of individually signed voluntary checkoff authorization cards on forms furnished by the Union. Deductions on the basis of authorization cards shall become effective for the month in which the Company receives the voluntarily signed authorization cards from the employee directly or the Local Union and the dues for a given month shall be deducted on a weekly basis and calculated in the succeeding month. The Company will promptly remit these Union Dues, assessments and initiation fees to the International Secretary-Treasurer of the Union, 5 Gateway Center, Pittsburgh, Pennsylvania 15222. All such checks shall be made payable to the order of the "United Steelworkers of America, AFL-CIO-CLC".

The Company's form of transmittal of monthly dues and initiation fees shall include the date of hire and name and clock or other identifying number of each employee who has paid dues and initiation fees for that month, the amount of such dues and fees deducted from each employee, and the total amount. A copy of said transmittal form shall be given to the Local Union Financial Secretary.

Section 2. In order to promote harmonious relations between the parties, all persons who are hereafter employed by the Company and who are eligible for membership in the Union shall be given by a Company representative before beginning work a copy of this Agreement, a Union membership application, a form of voluntary dues deduction order provided for in Section 1 hereof and a letter over the signature of the Director of Labor Relations advising the new employees that the Union is the certified bargaining agent for the employees and that membership in the Union, while not essential to employment, is not discouraged by the Company. A copy of such completed authorization card and membership application shall be forwarded to the Financial Secretary of the Local Union. Unless the International Secretary-Treasurer of the Union makes a specific request to the contrary, the Company will deduct initiation fees for employees who directly submit authorization cards to the Company.

Section 3. The Financial Secretary of the Local Union will submit to the Company once each week authorization cards and a summary list of affected employees. Unless otherwise indicated by the monthly summary lists, only the weekly membership dues are to be deducted by the Company, not the initiation fee.

Section 4. The Union will be notified of the reasons for non-transmission of dues in case of layoff, discharge, resignation, leave of absence, retirement, death, insufficient earnings, revocation of checkoff and other cause.

Section 5. Once an employee signs a checkoff form, he cannot revoke it for one (1) year from the date he signed it or until the end of this Agreement, whichever is earlier. If he then wants to revoke it, he must comply with the procedures for revocation set forth in the checkoff form which he signed. When the Company receives such revocation notice which complies with the revocation procedures set forth in the checkoff form, upon notice to the Financial Secretary of the Local Union, it will cease the checkoff the month after the month in which it receives the revocation notice.

Section 6. The provisions of this Article shall be effective in accordance and consistent with applicable provisions of federal law.

Section 7. The Union agrees to indemnify, defend and hold the Company harmless against any and all claims or liabilities arising out of the administration of this Article.

For purposes of this provision:

- (1) The eligibility date for employees who entered the bargaining unit prior to February 17, 1975 is January 2. The eligibility date for an employee who entered the bargaining unit on or after February 17, 1975 is the employee's anniversary date.
- (2) Hours worked means hours actually worked or hours paid for by the Company as if actually worked. This does not include any period during which workers' compensation is paid.

(b) An Employee Who Has More Than Five Years of Continuous Service. In order to be eligible for annual leave benefits under this Section, an employee must be actively employed by the Company on his eligibility date, and must have worked 700 regular straight-time hours (or more) during the twelve (12) month period preceding his eligibility date. Such annual leave must be taken in the twelve (12) month period following his eligibility date and there shall be no carryover of annual leave. For purposes of this provision:

- (1) The eligibility date for employees who entered the bargaining unit prior to February 17, 1975 is January 2. The eligibility date for an employee who entered the bargaining unit on or after February 17, 1975 is the employee's anniversary date.
- (2) Hours worked means hours actually worked or hours paid for by the Company as if actually worked. This does not include any period during which workers' compensation is paid.

Section 3. Employees shall be eligible for annual leave and annual leave pay, which shall be paid at the employee's rate of pay in effect at the time the annual leave is taken, in accordance with the following tables:

| <u>Employees Hired Prior to 2/6/95¹</u> | | <u>Employees Hired On or After 2/6/95²</u> | |
|--|-----------------------------------|---|-----------------------------------|
| <u>After Continuous Service of</u> | <u>Annual Leave Pay Allowance</u> | <u>After Continuous Service of</u> | <u>Annual Leave Pay Allowance</u> |
| 1 Year | 40 Hours | 1 Year | 40 Hours |
| 3 Years | 72 Hours | 5 Years | 72 Hours |
| 5 Years | 108 Hours | 10 Years | 108 Hours |
| 10 Years | 144 Hours | 20 Years | 144 Hours |
| 20 Years | 180 Hours | | |

¹ This schedule is effective January 1, 1996 for all employees hired prior to February 6, 1995.

² This schedule is effective February 6, 1995 for all new hires.

When an employee is off work due to layoff or illness, if such absence does not exceed twenty-four (24) months, upon his return to work he will be given credit for the period of his absence for the purpose of the table above.

Section 4. Pro-Rated Annual Leave Payment Upon Retirement or Death. An employee who retires or dies shall be paid a *pro rata* amount of annual leave pay for the year in which he retires or dies based upon the number of pay periods in which he has received pay for work performed since his last eligibility date. (For each pay period he worked, he shall receive 1/26 of the annual leave pay for which he would have been otherwise eligible—not to exceed 26/26—under Section 3 above.) For purposes of this provision:

The eligibility date for employees who entered the bargaining unit prior to February 17, 1975 is January 2. The eligibility date for an employee who entered the bargaining unit on or after February 17, 1975 is the employee's anniversary date.

Section 5. Pro-Rated Annual Leave Payment Upon Layoff.

(a) When an employee who entered the bargaining unit prior to February 17, 1975 is laid off, he shall be paid a *pro rata* amount of annual leave pay based upon the number of pay periods in which he has received pay for work performed from the January 2 preceding his layoff through and including the week of his layoff. (For each week he worked, he shall receive 1/52 of the annual leave pay for which he would have been otherwise eligible on his next eligibility date.)

(b) When an employee who entered the bargaining unit on or after February 17, 1975 is laid off, he shall be paid a *pro rata* amount of annual leave pay based upon the number of pay periods in which he has received pay for work performed from his anniversary date preceding his layoff. (For each week he worked, he shall receive 1/52 of the annual leave pay for which he would have been otherwise eligible on his next eligibility date.)

Section 6. Payment of Annual Leave Pay Upon Termination.

(a) An employee who entered the bargaining unit prior to February 17, 1975 and who is terminated shall be paid the annual leave pay for which he is eligible on the January 2 preceding the date of his termination (if he has not taken his annual leave).

(b) An employee who entered the bargaining unit on or after February 17, 1975, and who is terminated prior to his anniversary date in the calendar year of his termination, shall receive no annual leave or annual leave pay. If he terminates after his anniversary date in the calendar year of his termination (and has not taken his annual leave), he shall be paid the annual leave pay for which he was eligible on his anniversary under Section 3 of this Article.

Section 7. Scheduling and Taking of Annual Leave.

(a) As far as practicable, annual leave shall be granted at times most desired by the employees, with preference to employees having greatest seniority in case of conflict, but final right to allot annual leave periods is reserved to the Company in order to ensure the orderly operation of the Yard.

(b) Notwithstanding the foregoing provisions, the following shall apply:

- (1) Upon a notice to the Union of not less than one hundred twenty (120) calendar days, the Company may schedule the calendar week in which Independence Day (July 4) falls as an annual leave shutdown; and/or
- (2) Upon a notice to the Union of not less than sixty (60) calendar days, the Company may schedule the calendar weeks in which the Christmas and New Year's Day holidays fall as an annual leave shutdown.

(c) All leave time may be taken in increments of one (1) hour.

Section 8. Unused Annual Leave. When the services of an employee who is entitled to annual leave with pay are required in order to maintain production, such employee shall waive his rights to annual leave if asked to do so by the Company and thereupon shall be entitled to receive in lieu thereof his annual leave pay upon his next eligibility date.

ARTICLE 20 Leaves of Absence

Section 1. Personal Reasons.

(a) The Company shall allow an employee a personal leave of absence without pay up to thirty (30) days per year, provided the granting or duration of such leave does not disrupt the efficient operation of the Shipyard. Upon request such leave may be extended at the discretion of the Company. Employees will not be required to use their Annual Leave before a personal leave will be considered.

(b) The Local Union shall be notified of all leaves granted under this Section.

(c) Seniority shall accumulate during such leave of absence.

Section 2. Family and Medical Leave. It is the policy of the Company to grant up to twelve (12) weeks of Family and Medical Leave during any twelve(12) month period to eligible employees. Employees will not be required to use their Annual Leave for the first thirty (30) days of Family and Medical Leave.

Section 3. Leave for Union Business.

(a) Upon a week's written notice to the Company, and confirmed by the Local Union, an employee may take leave without pay for a period of up to one (1) month to attend to legitimate Union business. However, the number of employees granted leave herein shall be reasonable in number so as to avoid interference with the operations of the Shipyard.

(b) An employee who is duly elected or selected by the Local Union to an office of the Local Union shall be granted, upon request, a leave of absence without pay to serve in such office for such term. Such employee will continue to accumulate seniority without interruption, but shall not receive holiday or annual leave pay which would otherwise be earned through active employment during such leave. For employees on such leave, sick and accident coverage shall apply in accordance with Article 38 of this Agreement. The foregoing shall apply to an employee who is selected for an employment position with the International Union (including "casual" workers) except such employee shall not be entitled to any of the benefit provisions of this Agreement, except such employee shall be entitled to earned pension benefits provided in the Pension Agreement. One week's advance written notice must be given to the Company before employees can return to work from such leaves.

Section 4. Military Leave.

(a) Any employee who entered the armed forces of the United States shall have the right to reinstatement in his former job or classification and other re-employment rights in accordance with the applicable federal law.

(b) An employee so entitled to reinstatement shall be granted upon request a leave of absence without pay not to exceed forty-five (45) days before he shall be required to work.

(c) Employees with one or more years of service who are ordered to serve on active duty as a National or State Guardsman or a Reservist in the Armed Forces of the United States shall be paid the difference, if any, between their regular straight-time pay and full amount of their military pay only for the minimum time necessary to maintain active status or for two (2) weeks in any twelve month period, whichever is less.

Section 5. Procedure Upon Return. If, upon the expiration of his leave of absence, the employee would have been laid off or reduced to a lower paying classification in accordance with the application of this Agreement notwithstanding his leave of absence, he shall go directly on layoff or to such lower paying classification, whichever is applicable.

Section 6. Outside Employment Exclusion. A leave of absence will not be granted and shall not be used to enable an employee to try for or accept employment elsewhere or for self-employment.

Section 7. Insurance Coverage. An employee on a personal leave of absence for no more than thirty (30) calendar days or on Family and Medical Leave shall have his life insurance, and medical benefits continue during that period of leave.

ARTICLE 21 Funeral Leave

Section 1. When death occurs to an employee's legal spouse, an employee, upon request, will be excused and paid for up to a maximum of five (5) scheduled work days (or for such fewer days as the employee may be absent) which fall within a five (5) consecutive work day period; provided it is established that the employee attended the funeral. Payment shall be eight (8) times his straight-time hourly rate of pay. An employee will not receive funeral pay when it duplicates pay received for time not worked for any other reason. Time thus paid will be counted as hours worked for purposes of determining overtime or premium pay liability.

Section 2. When death occurs to an employee's mother, father, mother-in-law, father-in-law, son, daughter, brother, sister, grandparents, or grandchildren (including stepfather, stepmother, stepchildren, stepbrother, stepsister, half-brother, half-sister, when they have lived with the employee in an immediate family relationship), an employee, upon request, will be

excused and paid for up to a maximum of three (3) scheduled days (or for such fewer days as the employee may be absent) which fall within a three (3) consecutive work day period; provided it is established that the employee attended the funeral. Payment shall be eight (8) times his straight-time hourly rate of pay. An employee will not receive funeral pay when it duplicates pay received for time not worked for any other reason. Time thus paid will be counted as hours worked for purposes of determining overtime or premium pay liability.

ARTICLE 22 **Apprenticeship Program**

Section 1. Intent. It is the desire of the parties that effective communication exists between them as it relates to the operation of the apprenticeship program at the Shipyard. To further facilitate this objective a joint apprenticeship review committee shall be established the date of this Agreement. It shall consist of the Vice President, Human Resources and Environmental Health & Safety or his designated representative and the District Director or his designated representative.

Section 2. Role of the Committee. The Committee, during the term of this Agreement, shall review: (1) entry requirements into the apprenticeship program, (2) performance standards and job rotation schedules, (3) educational attainment through classroom or similar study by apprenticeship periods, and (4) the level, if any, of advanced and apprenticeship credit to be allocated to employees transferring to an apprenticeship program from a related job.

Section 3. Report of the Committee. After conducting its review of the above area the Committee shall, prior to the termination of this Agreement, prepare a report of its determinations, if any, or a report of the areas of disagreement, if any.

Section 4. Existing Terms. Pending the development of the aforementioned report and the adoption of mutually agreed upon changes, the apprenticeship program as currently administered will continue during the term of this agreement.

ARTICLE 23

Safety and Health

Section 1. General Objectives. The Company shall use its best efforts to furnish each employee with employment free from recognized hazards that may cause death or serious physical harm. The Company and the Union shall cooperate in the continuing objective to eliminate accidents and health hazards in order to achieve a safe and healthy working environment for all employees.

The Company shall continue to provide adequate first aid facilities for all employees.

Section 2. Joint Safety and Health Committee. A joint Safety and Health Committee shall be established, and the Company and the Union shall each designate not more than four (4) representatives to serve on said Committee.

The Safety and Health Committee may make recommendations to and cooperate with the Company's Environmental Health and Safety Department.

In the pursuit of the general objectives of this Article, the Committee will proceed along the following guidelines:

(a) Conduct monthly meetings for the sole purpose of discussing accident prevention and safety and health conditions in the Shipyard.

(b) Safety documents required to be provided by law will be made available to the Committee.

(c) Recommend changes and additions for protective equipment and devices for the elimination of hazards.

(d) Participate in the promotion of advertising health and safety.

(e) Review safety and health matters that have been raised by members of the Committee or the Bargaining Unit.

(f) Select two (2) of its members, one (1) from Management and one (1) from the Union, who at least once each month may visit any agreed upon areas of the Shipyard.

(g) The Safety and Health Committee shall not be responsible for the processing or discussion of any grievances. These are the responsibility of the Grievance Committee.

The Union Safety and Health Committee will be afforded time off without pay at all reasonable times for the purpose of transacting the legitimate business of the Committee; if the Committee member is then at work, permission (which shall not be unreasonably withheld) will be granted

by his department head. If the Committee member is not at work, he shall be granted access to the Shipyard at all reasonable times for the purpose of conducting the legitimate business of the Committee after notice to the Company.

In the event of special circumstances, should the Director of the International Safety and Health Department or a member of his staff or the assigned Staff Representative desire access to the Shipyard, such access may be approved on a case-by-case basis through the office of the Director of Labor Relations. The Director of Labor Relations or his designee may accompany any Union official.

Section 3. Protective Devices and Apparel. Protective devices, wearing apparel, and other equipment necessary to protect employees from injury shall be provided by the Company in accordance with practices now prevailing or as such practices may be improved from time to time by the Company on its own or in response to recommendations from the Committee. The Company recognizes the desirability of discussing intended improved practices with the Committee in advance of their implementation.

Proper heating and ventilation systems shall be installed in accordance with prevailing practices in the Shipyard.

Section 4. Disputes. If an employee has a reasonable basis to believe that there exists an unsafe condition changed from the normal hazards inherent in the operation so that the employee is in danger of injury, he shall notify Management of such danger and of the facts relating thereto.

Should there be a dispute as to the existence of an alleged unsafe condition, the affected employee shall have the right to immediately contact his Grievance Committeeperson (and/or Assistant Grievance Committeeperson), and a grievance may be initiated at Step 2 of the grievance procedure. The Grievance Committeeperson (and/or Assistant Committeeperson) shall immediately review and investigate any such grievances in an effort to resolve the dispute.

Section 5. Handling of Asbestos and Fiberglass Insulation. An employee whose work assignment requires him to handle asbestos or fiberglass insulation shall be furnished with appropriate special protective clothing and shall be allowed time to wash up before his scheduled lunch period and the end of his shift.

Section 6. Chemicals. Chemicals, which are generally known to pose a danger to safety or health shall be properly labeled where stored. Any employee shall have the right to request a Material Safety Data Sheet pertaining to hazardous chemicals in their work area from the Environmental Health and Safety Department, and the Environmental Health and Safety Department shall provide a copy of the requested sheet with the employee acknowledging receipt. Employees required to handle any of these chemicals will be provided appropriate protective clothing.

Section 7. Testing. The Company will continue its air sampling and noise testing program. An employee can request from the Environmental Health and Safety Department the results of such test which involves his own work, and the Environmental Health and Safety Department shall provide a copy of such test with the employee acknowledging receipt.

ARTICLE 24 **Radioactive Material**

Work involving the use of radioactive materials shall be performed in accordance with applicable government regulations promulgated by the appropriate federal agency(s) having regulatory authority over such work.

ARTICLE 25 **Compensable Injury**

Pay for Lost Time Due to Injury Arising Out of Employment.

(a) The Company will make up the loss of earnings of an employee on the day of an injury which arises out of his employment with the Company, where the employee has reported to the Clinic because of such injury, and the Clinic sends him home (or to the hospital) rather than back to work. Such makeup pay shall be as follows:

- (1) If the employee has worked less than eight (8) consecutive hours he shall be paid the remaining hours of his eight (8) hour shift at his applicable hourly rate.
- (2) If he has worked more than eight (8) consecutive hours he will be paid for the actual hours worked including any applicable premium.

(b) If he is not sent home but is sent back to work by the Clinic, his time spent in the Clinic will be paid for at his applicable rate.

(c) If the employee reports to the Clinic on the day of an injury and is sent back to work but returns to the Clinic on the following day and is sent home (or to the hospital) rather than back to work because of such injury, the employee shall be paid in accordance with (a) above.

(d) If the employee reports his injury to his supervisor on the day of the injury and is not sent to the Clinic until the following day, the employee shall be paid in accordance with (a) above.

ARTICLE 26

Preferential Assignments to Light Work

Employees who have become physically incapacitated such that they are unable to perform their regular job tasks shall be given preference for such available work as they are able to perform. Such employees shall be paid the established rate for the job which they perform. Any such assignment shall not be used to displace any employee senior to the affected employee. Nothing herein shall obligate the Company to create a new job.

ARTICLE 27

Supervision

It is the intent of Management that an employee shall normally have only one direct supervisor at a time from whom he shall take directions and be responsible and with whom he will initially raise requests, complaints, grievances or questions concerning his work or employment relationship.

This does not excuse an employee from taking directions from any supervisor in cases outside an employee's normal work content such as direction against the performance of unsafe work practices or ship safety, damage to material and property, and non-adherence to established Company and governmental rules and regulations.

ARTICLE 28

Bargaining Unit Work

Employees outside of the Bargaining Unit, including supervisors who are employed at the Shipyard shall not perform work on a job normally

performed by an employee in the Bargaining Unit, provided, however, this provision shall not be construed to prohibit such non-bargaining unit employees, including supervisors from performing the following types of work:

- (a) experimental work;
- (b) demonstration work performed for the purpose of instructing and training employees;
- (c) work required by emergency conditions which if not performed might result in an interference with operations, bodily injury, or loss or damage to material or equipment; and
- (d) work which, under the circumstances then existing, it would be unreasonable to assign to a bargaining unit employee.

Work which is incidental to a non-bargaining unit employee's normal duties, even though similar to duties found in jobs in the Bargaining Unit, shall not be affected by this provision.

If a non-bargaining unit employee performs work in violation of this Article and the employee who otherwise would have performed this work can reasonably be identified, the Company shall pay such employee the applicable standard hourly wage rate for the time involved.

ARTICLE 29 **Make-Up Supervisors**

Section 1. Assignments Arising from Short-Term Absences. The Company may assign employees to act as make-up supervisors when a need for such assignment arises from short-term absences of other supervisors due to illness, jury duty, Annual Leave or increases in operating requirements above normal levels which are not expected to be of long-term duration. If a make-up supervisor position results from any of the above, it shall not continue for more than one hundred and twenty (120) days in any calendar year.

Section 2. Assignments for Three Shifts or More. An employee who is assigned as a make-up supervisor for three (3) shifts or more will not subsequently be assigned to overtime in the Bargaining Unit in that payroll week.

Section 3. Layoffs. An employee will not be assigned as make-up supervisor solely to avoid a layoff called for by his seniority or to effectuate his recall from layoff despite lack of sufficient seniority. If an employee is assigned as make-up supervisor on a weekly basis, he will not be assigned Bargaining Unit work during that week, except where otherwise provided in this Agreement.

Section 4. Terms and Conditions of Employment During Assignments. An employee assigned as a make-up supervisor shall remain an employee covered by this Agreement. An employee assigned as a make-up supervisor will receive the premium of \$1.00 per hour for all hours so assigned. However, such assignments, and the terms and conditions of employment during such assignments, will be decided by the Company.

Section 5. Report. A monthly report of employees who have served as make-up supervisors showing the total number of days they have served in this capacity during the current calendar year shall be provided to the Local Union.

ARTICLE 30

Hourly Wage Rates and Wage Additives

Section 1. The hourly wage rates for the respective job functions shall be those set forth in Appendix B. All wage additives applicable to employees covered by this Agreement are set forth in this Article.

Section 2. Wage-Rate Inequity and Wage Additive Complaints or Grievances. No basis shall exist for an employee to allege that a wage-rate inequity exists or that wage additives other than those set forth in this Article shall be paid and no complaint or grievance on behalf of an employee alleging a wage-rate inequity or proposing a wage additive not set forth in this Article shall be initiated or processed during the term of this Agreement.

Section 3. Notwithstanding any provisions of this Article, errors in application of rates of pay shall be corrected and appropriate restitution made.

Section 4. Obsolete Practices With Respect to Rates of Pay. Rates of pay practices which are inconsistent with the provisions of the Agreement shall be terminated.

Section 5. Special Wage Additives. An employee, whose job classification is *Mechanic - Pay Grade 14* or lower, assigned to the performance of the work described in this Section 5 shall be paid the appropriate wage additive indicated for the performance of such work.

(a) **High Line Power Work.** An employee will be paid a fifty cents (50¢) per hour additive for all time he so works, when doing work described as work on a high line electrical distribution system. This work is described as follows:

WORK ON STEEL TOWERS, POLES, OVERHEAD SHIPWAYS OR HIGH POINTS OF CERTAIN BUILDINGS. IT INCLUDES THE INSTALLATION, REPAIR, MAINTENANCE OR MODIFICATION OF SUCH A SYSTEM, BUT IT IS NOT INTENDED TO INCLUDE THE RELAMPING OF YARD LIGHTS WHICH ARE ALSO LOCATED ON POLES, BUILDINGS, SHIPWAYS, ETC.

This additional compensation will be paid only while the employee is engaged in this type of work and is restricted to the Yard Maintenance Electricians only.

(b) **Blasting.**

Internal Operations. An employee assigned to internal blasting and/or internal grit removal operations shall be paid a fifty cents (50¢) per hour additive for all time he so works. Such additive shall be part of his rate on overtime hours for the purpose of computing overtime compensation. Internal blasting operations and/or internal grit removal are defined as blasting or grit removal in cargo tanks, main ballast tanks and free flooding areas which are used for manual blasting operations.

External Operations. An employee assigned to external blasting operations shall be paid a twenty-five cents (25¢) per hour additive for all time he so works. Such additive shall be part of his rate for the purpose of computing overtime compensation. External blasting operations are defined as but not limited to: blasting of shells, decks, anchor chains, open cargo holds, and open machinery spaces.

Vacuum Blasting Operations. An employee assigned to the operation of vacuum blasting equipment shall be paid a fifteen cents (15¢) per hour additive for all time he so works. Such additive shall be part of his rate for the purpose of computing overtime compensation.

Additional Extra Compensation Operations. An employee assigned to the following operations only, shall be paid a fifteen cents (15¢) per hour additive for all time so worked:

(1) Actual grit removal operations from open areas where inspection is required, and where air, shovels, brooms and brushes are used as the instruments of removal.

(2) Actual removal of wet grit caused by weather, human error, or mechanical failure, in enclosed or open areas where such removal is necessary for continuation of the blasting process.

(3) Maintenance work involving cleaning or replacing of bags in portable or stationary dust collecting equipment.

(4) Operation of payloaders within Building 4701 for grit removal operations. Operation of fork lifts with staging for blowing down walls and ceilings of rooms within Building 4701.

The foregoing does not include: storeroom and general equipment maintenance; setting up, tearing down, and stowing equipment, including machines, air supply hose, blasting hose, breathing air hose, signal buttons and lights; clean up of incidental grit that might accumulate from blasting jobs done in adjacent areas, such as in and around dry docks, on piers, shipways, platens and decks; and, operation of mobile equipment in support of blasting operations (except that listed in item (4) above).

(c) **Welders.** Those production welders not yet classified as Mechanic - Pay Grade 12 or above but who are occasionally assigned to weld nuclear pipe will be paid their straight-time hourly rate plus an additive which will increase their rate to that of a Mechanic - Pay Grade 12 for all hours worked on nuclear pipe.

(d) **Painting.** An employee, classified as a painter, while engaged in spray painting inner bottoms, double bottoms and forepeaks shall be paid an additive of twenty cents (20¢) per hour.

(e) **Machine Shop.** An employee in the machine shop, for time actually spent in operating various boring mills, lathes and planers shall be paid the following wage additives:

| <u>Machine Number</u> | <u>Type</u> | <u>Machine Differential¹</u> |
|----------------------------------|---------------------------|--|
| 10848 | 42' Vertical Boring Mill | \$.59 |
| 10068 | 125" Engine Lathe | .39 |
| 10711 | 20' Vertical Boring Mill | .39 |
| 10073 | 16' Vertical Boring Mill | .39 |
| 10001 | 96" Engine Lathe | .20 |
| 36071 | 69" Engine Lathe | .20 |
| 10138 | 12' Vertical Boring Mill | .20 |
| 10120 | 10' Vertical Boring Mill | .20 |
| 10310 | 8' Vertical Boring Mill | .20 |
| 34684 | 6" Horizontal Boring Mill | .20 |
| 34685 | 6" Horizontal Boring Mill | .20 |
| 38277 | 8" Horizontal Boring Mill | .20 |
| 38278 | 8" Horizontal Boring Mill | .20 |
| 40295 | 6" Horizontal Boring Mill | .20 |
| 39483 | 9" Horizontal Boring Mill | .20 |
| 35621 | 8" Horizontal Boring Mill | .20 |
| 40588 | 30' Planer Mill | .20 |
| 10294 | 72" Engine Lathe | .20 |
| 10255 | 5" Horizontal Boring Mill | .20 |

¹ These differentials are paid only when performing work on machines defined.

(f) **Other Yard.** An employee assigned to the following work shall be paid the wage additive indicated:

| <u>Description</u> | <u>OTHER YARD</u> | <u>Amount</u> |
|--|-------------------|---------------|
| Process Leader | | \$.25 |
| Deck Hand Made Up to Mate or Engineer on Tug | | .17 |
| Erection of Liebherr Post Crane | | .50 |

Section 6. RADCON Bonus. When an employee successfully passes a RADCON examination listed below, except when the RADCON qualification examination is required due to the employee's failure of a retention examination, he shall receive a lump sum bonus as described in the following table.

| <u>Examination</u> | <u>RADCON Bonus</u> | <u>Amount</u> |
|---|---------------------|---------------|
| Initial - Tech Manual Art. 106.1 | | \$200.00 |
| Re-qualification - Tech Manual Art. 106.1 | | 200.00 |
| Retention - Tech Manual Art. 106.1 | | 50.00 |
| Initial - Tech Manual Art. 106.5 | | 100.00 |
| Re-qualification - Tech Manual Art. 106.5 | | 100.00 |
| Retention - Tech Manual Art. 106.5 | | 50.00 |

Section 7. Miscellaneous. The Company agrees to meet and bargain with the Union before instituting any incentive programs.

ARTICLE 31 Wage Progression

Production Employees-Appendix B(1)

Section 1. Progression Within Helper Classification (Pay Grades 1 through 4).

(a) An employee classified at the 360 Day Rate shall automatically progress from that rate to Helper - Pay Grade 1 after he has been paid for 1,600 straight-time hours at the 360 Day Rate.

(b) An employee classified as a Helper - Pay Grade 1 shall automatically progress from Helper - Pay Grade 1 to Helper - Pay Grade 2 after he has been paid for 1,600 straight-time hours as a Helper - Pay Grade 1.

(c) An employee classified as a Helper - Pay Grade 2 shall automatically progress from Helper - Pay Grade 2 to Helper - Pay Grade 3 after he has been paid for 1,600 straight-time hours as a Helper - Pay Grade 2.

(d) An employee classified as a Helper - Pay Grade 3 shall automatically progress from Helper - Pay Grade 3 to Helper - Pay Grade 4 after he has been paid for 1,600 straight-time hours as a Helper - Pay Grade 3.

Section 2. Progression from Helper Pay Grade 4 to Handyman - Pay Grade 5. An employee classified as Helper - Pay Grade 4 shall automatically progress from Helper - Pay Grade 4 to Handyman - Pay Grade 5 after he has been paid for 1,600 straight-time hours as Helper - Pay Grade 4.

Section 3. Progression Within Handyman Classification (Pay Grades 5 through 8).

(a) An employee classified as a Handyman - Pay Grade 5 shall automatically progress from Handyman - Pay Grade 5 to Handyman - Pay Grade 6 after he has been paid for 1,600 straight-time hours as a Handyman - Pay Grade 5.

(b) An employee classified as a Handyman - Pay Grade 6 shall automatically progress from Handyman - Pay Grade 6 to Handyman - Pay Grade 7 after he has been paid for 1,600 straight-time hours as a Handyman - Pay Grade 6.

(c) An employee classified as a Handyman - Pay Grade 7 shall automatically progress from Handyman - Pay Grade 7 to Handyman - Pay Grade 8 after he has been paid for 1,600 straight-time hours as a Handyman - Pay Grade 7.

Section 4. Progression from Handyman to Mechanic Classification and Within Mechanic Classification (Pay Grades 9 through 13).

(a) An employee shall automatically progress from Handyman - Pay Grade 8 to Mechanic - Pay Grade 9 after he has been paid for 4,160 straight-time hours as Handyman - Pay Grade 8.

(b) An employee shall automatically progress from Mechanic - Pay Grade 9 to Mechanic - Pay Grade 10 after he has been paid for 4,160 straight-time hours as Mechanic - Pay Grade 9.

(c) An employee shall automatically progress from Mechanic - Pay Grade 10 to Mechanic - Pay Grade 11 after he has been paid for 4,160 straight-time hours as Mechanic - Pay Grade 10.

(d) An employee shall automatically progress from Mechanic - Pay Grade 11 to Mechanic - Pay Grade 12 after he has been paid for 4,160 straight-time hours as Mechanic - Pay Grade 11.

(e) An employee shall automatically progress from Mechanic - Pay Grade 12 to Mechanic - Pay Grade 13 after he has been paid for 4,160 straight-time hours as Mechanic - Pay Grade 12.

Section 5. Progression from Mechanic - Pay Grade 13 to Mechanic - Pay Grade 14.

(a) An employee shall progress from Mechanic-Pay Grade 13 to Mechanic - Pay Grade 14 in accordance with production needs and the skills and abilities of each employee.

(b) Any employee who does not progress pursuant to Section 5(a) above and who has the skills and abilities to do the work required in the next higher classification shall have the right to file a grievance providing he has been paid for 4,160 straight-time hours at his current rate. Time spent by Grievance Committee persons and Assistant Grievance Committee persons in administering the Agreement during their normal work hours shall be, for purposes of this Section, considered as applying to the 4,160 straight-time hours requirement.

Section 6. Progression from Mechanic - Pay Grade 14 to a Specialist Job Family and within a Specialist Job Family - Pay Grades 15 - 17.

(a) Employees shall progress from Mechanic - Pay Grade 14 to Specialist - Pay Grade 15, from Specialist - Pay Grade 15 to Specialist - Pay Grade 16, from Specialist - Pay Grade 16 to Specialist - Pay Grade 17 in accordance with production needs and the skills, abilities and qualifications of each employee, until the maximum number of employees in each job function and grade is achieved as set forth in Appendix B(1) of this Agreement.

(b) Any employee who does not progress pursuant to Section 6(a) above shall have the right to file a grievance providing (i) he has been paid for 6,240 straight-time hours at his current rate since attaining the defined requirements of the next higher classification in a Specialist Job Family in his department - such time to commence on the date of ratification of this Agreement; (ii) the maximum level of employees in the job function and job family listed in Appendix B(1) has not currently been reached; and, (iii) another employee with less seniority has been selected to enter the job function and job family. Time spent by Grievance and Assistant Grievance Committee persons in administering the Agreement during their normal work hours shall be, for purposes of this Section, considered as applying to the 6,240 straight-time hours requirement.

Support Employees-Appendix B(2)

Section 7. Progression Within Level I Classification.

(a) An employee classified at the 360 day rate shall automatically progress from that rate to 7th Class Level I after he has been paid for 1,600 straight-time hours at the 360 day rate.

(b) An employee classified as a 7th Class Level I shall automatically progress from 7th Class Level I to 6th Class Level I after he has been paid for 1,600 straight-time hours as a 7th Class Level I.

(c) An employee classified as a 6th Class Level I shall automatically progress from 6th Class Level I to 5th Class Level I after he has been paid for 1,600 straight-time hours as a 6th Class Level I.

(d) An employee classified as a 5th Class Level I shall automatically progress from 5th Class Level I to 4th Class Level I after he has been paid for 1,600 straight-time hours as a 5th Class Level I.

(e) An employee classified as a 4th Class Level I shall automatically progress from 4th Class Level I to 3rd Class Level I after he has been paid for 1,600 straight-time hours as a 4th Class Level I.

(f) An employee classified as a 3rd Class Level I shall automatically progress from 3rd Class Level I to 2nd Class Level I after he has been paid for 1,600 straight-time hours as a 3rd Class Level I.

(g) An employee classified as a 2nd Class Level I shall automatically progress from 2nd Class Level I to 1st Class Level I after he has been paid for 1,600 straight-time hours as a 2nd Class Level I.

Section 8. Progression from Level I to Level II. An employee classified as a 1st Class Level I shall automatically progress from 1st Class Level I to 6th Class Level II after he has been paid for 1,600 straight-time hours as a 1st Class Level I.

Section 9. Progression Within Level II Classification.

(a) An employee classified as a 6th Class Level II shall automatically progress from 6th Class Level II to 5th Class Level II after he has been paid for 1,600 straight-time hours as a 6th Class Level II.

(b) An employee classified as 5th Class Level II shall automatically progress from 5th Class Level II to 4th Class Level II after he has been paid for 1,600 straight-time hours as a 5th Class Level II.

(c) An employee classified as a 4th Class Level II shall automatically progress from 4th Class Level II to 3rd Class Level II after he has been paid for 1,600 straight-time hours as a 4th Class Level II.

(d) An employee classified as a 3rd Class Level II shall automatically progress from 3rd Class Level II to 2nd Class Level II after he has been paid for 1,600 straight-time hours as a 3rd Class Level II.

(e) An employee classified as a 2nd Class Level II shall automatically progress from 2nd Class Level II to 1st Class Level II after he has been paid for 1,600 straight-time hours as a 2nd Class Level II.

Section 10. Progression from Level II to Level III Classification, and Within Level III Classification. An employee shall automatically progress from 1st Class Level II to 5th Class Level III after he has been paid for 4,160 straight-time hours as a 1st Class Level II, from 5th Class Level III to 4th Class Level III after he has been paid for 4,160 straight-time hours as a 5th Class Level III, from 4th Class Level III to 3rd Class Level III after he has been paid for 4,160 straight-time hours as a 4th Class Level III, from 3rd Class Level III to 2nd Class Level III after he has been paid for 4,160 straight-time hours as a 3rd Class Level III, from 2nd Class Level III to 1st Class Level III after he has been paid for 4,160 straight-time hours as a 2nd Class Level III.

Section 11. Effective Date. The effective date of any progression under Sections 1, 2, 3, 4, 7, 8, 9 and 10 of this Article shall be the first Monday after the employee meets the straight-time hours paid requirement set forth in those provisions.

Section 12. Time spent by Grievance Committee persons and Assistant Grievance Committee persons in administering the Agreement during their normal work hours shall be considered as applying to all sections of this labor agreement.

ARTICLE 32

Reporting Pay

Section 1. An employee who reports for work at his scheduled starting time without having been notified not to report at least eight (8) hours prior to his regular starting time, and is passed out due to working conditions beyond the control of the Company, will receive four (4) hours pay. If management determines that work remains which is necessary to be performed within a particular foreman's area of responsibility, any pass out shall be based upon seniority and job function within a foreman's crew provided the employee retained has the skill and ability to perform the work.

Section 2. If an employee actually begins work at the start of a shift and the work to which he is assigned lasts less than four (4) hours, he will nevertheless be paid for four (4) hours.

Section 3. If an employee works more than four (4) hours, he shall be paid the actual time worked.

Section 4. An employee shall work as assigned in his classification in order to be eligible for reporting pay as provided herein.

Section 5. Pay pursuant to this provision shall be paid at the employee's straight-time or premium-time rate of pay.

Section 6. The provisions of this Article shall not apply in the event that strikes, work stoppages in connection with labor disputes, failure of utilities beyond the control of Management, or acts of God (including adverse weather conditions) interfere with work being provided.

ARTICLE 33 **Call-In Pay**

Section 1. An employee called to work on a non-scheduled day or shift shall receive not less than four (4) hours pay at his regular hourly rate or pay for the actual time worked, whichever amount is greater.

Section 2. An employee recalled to work after having gone home shall receive not less than four (4) hours pay at his regular hourly rate or pay for the actual time worked, whichever amount is greater.

Section 3. Any premium pay applicable to the above hours of work will not be used as an offset against the foregoing guarantee.

ARTICLE 34 **Jury Duty and Witness Pay**

Section 1. Compensation for Jury Duty. Employees notified to appear and who report for jury selection or who serve as jurors will be paid for each day, the difference between eight (8) times their base hourly rate and the pay they receive for their appearance. The employee must present proof of such appearance and the amount of pay received therefor.

Section 2. Compensation for Witness Pay. Employees, except those who have a financial stake in the outcome of the particular matter, who are subpoenaed or summoned as a witness in a court of law or who are subpoenaed or summoned to appear before a government agency in a matter as to which the Company has no adverse interest, shall be paid for each day they serve as a witness, not to exceed five (5) days in any calendar year, the difference between eight (8) times their base hourly rate and the pay they receive for being a witness. The employee must present proof of being subpoenaed or summoned and of the amount of pay received therefor.

Section 3. Work Status. Employees being paid for jury duty or time spent as a witness will not be required to work on a part-time basis during the period of time they are on jury or witness duty.

Section 4. Second shift employees shall not be required to work on the day they report for jury or witness duty. Third shift employees shall not be required to work on the shift prior to reporting for jury or witness duty.

ARTICLE 35

Extra Compensation for Dirty Work

Section 1. Any employee who is required to perform the following dirty work:

WORK IN UNCLEANED OIL TANKS, CLEANING OF THE KENTUCKY BOILER SMOKESTACKS, LEYETE BOILER SMOKESTACKS, AND THE MOS SMOKESTACKS, REPAIR ON SOILED SEWER LINES OR WORK IN OR ON SOILED SEWAGE HOLDING TANKS, DISMANTLING UNUSUALLY DIRTY DIESEL ENGINES, WORK IN UNCLEANED SANITARY TANKS, CLEANING OF SOILED SANITARY TANKS OR PLANT SEWER LIFT STATIONS, CLEANING OF GREASE COATED GALLEY HOODS AND EXHAUST VENTS, REMOVAL OF DUST COLLECTION BAGS FROM DUST COLLECTORS, CLEANING OF OIL UNDER MAJOR MACHINE TOOLS, CLEANING OF CATAPULTS, SHALL BE PAID AT THE RATE OF TIME AND ONE-HALF (1-1/2) WHILE PERFORMING SUCH DIRTY WORK.

Section 2. In the event of a doubt as to whether employees are performing dirty work as set forth above, the respective department head, the respective Manager of Labor Relations, and the respective Union representatives, shall meet in an effort to resolve the matter. In case of a disagreement, same shall be disposed of in accordance with the Grievance Article of this Agreement.

ARTICLE 36

Travel Pay

Section 1. Compensation for Travel Time and Work Time. An employee who is required to travel to an outside job shall be paid at his regular straight-time hourly rate for all the time actually required to travel, plus expenses, such as fare, meals, etc., whenever such travel exceeds fifty (50) miles from Newport News.

Section 2. Compensation When Employee Works and Travels During a Calendar Day. When an employee travels and works more than eight (8) hours in a calendar day, he shall receive time and one-half (1-1/2) for all hours in excess of eight (8) on that day, except that an employee

who works and travels in excess of sixteen (16) consecutive hours in a calendar day shall receive double (2) time his applicable hourly rate for all hours over sixteen (16) in that day.

Section 3. Compensation When Employee Works and Travels During a Saturday. For all time actually worked on a Saturday the employee shall be paid time and one-half (1-1/2), and for time spent traveling the employee shall be paid at his regular straight-time hourly rate, except that an employee who works and travels in excess of sixteen (16) consecutive hours on a Saturday shall receive two and one-half (2-1/2) times his applicable hourly rate for all hours over sixteen (16) in that day.

Section 4. Compensation When Employee Works and Travels During a Sunday. For all time actually worked on a Sunday the employee shall be paid double (2) time, and for time spent traveling the employee shall be paid his regular straight-time hourly rate, except that an employee who works and travels in excess of sixteen (16) consecutive hours on a Sunday shall receive three (3) times his applicable hourly rate for all hours over sixteen (16) in that day.

ARTICLE 37 **Trial Trips**

Section 1. Purpose. This Article specifies the rate of pay and conditions of work for employees assigned to Sea Trial Duty.

Section 2. Work Assignments.

(a) The Company will attempt to make all shift assignments and notify employees no later than forty-eight (48) hours prior to the ship's departure. It is recognized that circumstances might arise which preclude forty-eight (48) hours notice.

(b) Employees will be required to work a six (6) hour alternating shift six (6) hours on duty, six (6) hours off, with two (2) regular working shifts per twenty-four (24) hour period).

(c) Employees who are required to work outside their regular shift assignment due to emergencies or operational difficulties shall be paid time and one-half (1-1/2) for all such time spent working outside their regular shift.

(d) Any work assigned shall be in accordance with the other Articles of this Agreement as to conditions of employment and as to all other matters, unless otherwise provided in this Article.

Section 3. Rates of Pay. Employees shall be paid in accordance with the terms of this Agreement, except that shift differential will not be paid on trial trips.

Section 4. Saturday Work. Employees assigned to work on Saturday shall be paid time and one-half (1-1/2) for all hours actually worked.

Section 5. Sunday Work. Employees assigned to work on Sunday shall be paid double (2) time for all hours actually worked.

ARTICLE 38

Program of Welfare Benefits

Section 1. Continuation of Program. The Company agrees to continue the Program of Welfare Benefits ("Program") for the purpose of providing benefits to employees and dependents (as those terms are defined in the Program) for the duration of this Agreement. The Program consists of the following plans which are hereby incorporated by reference:

- (a) contributory managed care health plan, as provided in the Steelworkers Health and Welfare Fund Incorporation Agreement;
- (b) life insurance plan;
- (c) sickness and accident plan;
- (d) travel accident plan;
- (e) pension plan; and
- (f) 401(k) savings plan.

The Program shall provide the same benefits as were in effect immediately prior hereto, subject to the changes agreed to by the parties. The Program, including agreed upon changes, is described in separate booklets which are incorporated herein by reference and made a part of this Agreement.

Section 2. How Benefits May Be Provided. The group death benefits, hospitalization and medical benefits or similar benefits negotiated by the parties may be provided by the Company through a contract(s) with an insurance carrier(s) or may be provided directly by the Company (sometimes referred to as "self-insurance"), or by a combination of these.

Section 3. Non-Duplication of Benefits. In the event an employee or dependent is entitled to benefits under any employee group insurance plan of any employer or an employer self-insurance plan providing benefits similar or identical to the group welfare benefits payable under the Company's Program, such benefits shall be reduced by the amount necessary, if any, so that the sum of all benefits payable under the Company's Program and under any other plan shall not exceed the limitation for the particular service rendered as provided in this Program, where the service rendered is covered by both the Company's Program and the other plan. If the said other plan contains a provision for non-duplication of benefits, the plan or program insuring the individual as an employee (as distinguished from a dependent) will be considered primary, and in the case of children, the plan or program insuring the parent with the birthday (month/day) which falls earliest in the year will be considered primary.

Section 4. Administration.

(a) The Program shall be administered by the Company or through arrangements provided by it. Any contracts entered into by the Company with respect to benefits of the Program shall be consistent with this Article.

(b) The Company may establish reasonable rules for the administration of the Program and the transaction of its business subject to the other provisions of the Program and any requirements of law. This Article and the rules referred to above form the basis on which the Program is administered, but if there is any inconsistency, this Article shall govern.

Section 5. National Health. It is intended that the provisions for the benefits which shall be included in the Program shall comply with and be in substitution for the provisions for similar benefits which are or shall be made by any applicable law or laws. Where, by agreement, certain basic benefits under the Program are provided under law rather than under the Program, the Company will pay the amount required by law to be paid therefor, and the benefits of the Program shall be reduced to the extent that benefits provided under any law would otherwise duplicate any of the Program benefits.

Section 6. Claims Procedure. Any difference which shall arise between an employee and the Company as to an employee's claim for a benefit shall be subject to resolution according to a claims procedure established by the Company.

Section 7. Pension and Insurance Committee. The Company and the Union shall establish a Joint Committee on Pensions and Insurance, consisting of not more than four (4) members, half of whom shall be designated by the Company and half of whom shall be designated by the Union.

Such Committee shall be furnished annually a report regarding the progress and the operation of the Program insofar as it affects the employees.

From time to time during the term of this Agreement, such Committee shall be furnished additional information as may be reasonably required for the purpose of enabling it to be adequately informed concerning the operation of the Program, if there is any such information.

ARTICLE 39 **U.S.W.A. P.A.C.**

Section 1. Checkoff. The Company will check off and transmit to the Secretary-Treasurer of the United Steelworkers of America Political Action Committee ("USWA PAC") voluntary contributions to the United Steelworkers of America Political Action Fund ("USWA PAF") from the earnings of those employees who voluntarily authorize such contributions on forms provided for that purpose by the USWA PAC. The amount of such check off deduction and the transmittal of such voluntary contributions shall be as specified in such forms and in conformance with any applicable state or federal statute.

Section 2. No Condition of Employment or Union Membership. The signing of such USWA PAC checkoff form and the making of such voluntary contributions are not conditions of membership in the Union or of employment with the Company.

Section 3. Agreement to Hold Harmless. The Union shall indemnify, defend and hold the Company harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Company for the purpose of complying with any of the provisions of this Article.

Section 4. Segregated Accounts. The United Steelworkers of America Political Action Fund supports various candidates for federal and other elective office, is connected with the United Steelworkers of America, a labor organization, and solicits and accepts only voluntary

contributions, which are deposited in an account separate and segregated from the dues fund of the Union, in its own fund raising efforts and in joint fund raising efforts with the AFL-CIO and its Committee on Political Education.

Section 5. Cost Reimbursement. The Union shall reimburse the Company for the expenses incurred in making any payroll deduction for the USWA PAF.

ARTICLE 40

Employee Notice of Absence or Being Tardy

Section 1. Notice. Any employee who is going to be absent or late for work shall give notice as far in advance as possible to his Supervisor or other person designated to receive such notice.

Section 2. Discipline for Failure to Give Notice. An employee who fails to give the notice required in Section 1 above shall be subject to discipline unless the employee has good cause for not providing such notice. This provision does not affect the appropriateness of disciplinary action for absenteeism or tardiness.

Section 3. Discipline for Being Absent or Late. When an employee has completed twelve (12) consecutive months of work without discipline for failure to comply with the requirements specified in Section 1 above, prior disciplinary penalties for such offenses not exceeding five (5) days suspension shall not be used for further disciplinary action.

ARTICLE 41

Mechanics Cleaning

Mechanics may be required to perform cleaning or housekeeping work when such work is necessary to the performance of their job, to assist in the elimination of fire hazards, for safety, health and environmental reasons, or for special event purposes (visits by dignitaries, ship christenings).

ARTICLE 42 **Plant Rules**

The Company may establish reasonable plant rules not inconsistent with the terms of this Agreement. The reasonableness and application of any such rule may be challenged through the grievance procedure.

The parties expressly reserve the right to meet and negotiate plant rules during the term of this Agreement.

Once the Company has concluded its investigation and determined that there has been a violation of a plant rule it shall provide the affected employee(s) notice of any discipline arising out of said violation within five (5) working days.

ARTICLE 43 **No Discipline for Garnishment**

No employee shall be disciplined in any manner because of or as a result of garnishment actions or similar debt-collection actions taken against his pay or entitlements from the Company.

ARTICLE 44 **Employment Records**

Notice of Disciplinary Action. During the term of this Agreement, every employee covered by the Agreement shall be given a written record of each disciplinary action taken against him. An employee will also have the right to review his employment record if the Company relies on such record in a disciplinary case involving that employee.

It is recognized that records of certain disciplinary actions become decreasingly significant with the passage of time and such records must be considered accordingly in cases involving future discipline.

ARTICLE 45
Bulletin Boards

The Company shall provide bulletin board space on forty-five (45) bulletin boards for the Local Union to post announcements of legitimate Union business related to the employees covered by this Agreement. Such notices shall not be political in nature other than when involving Union offices. All notices supplied by the Local Union in accordance with this Article will first be approved by the Director of Labor Relations or his designee, and posted by appropriate Union personnel on the bulletin boards.

ARTICLE 46
List of Officers and Committees

The Local Union will furnish the Company and keep up to date a list of its Officers, Grievance Committeepersons and Assistant Grievance Committeepersons.

ARTICLE 47
Copies of Agreement

Copies of the Agreement printed in booklet form shall be supplied by the Company to all employees promptly after the execution of this Agreement or at the time of the employment of any new employee.

ARTICLE 48
Governmental Requirements

Savings Clause. Nothing in this Agreement shall prevent compliance with applicable law or regulation. In the event any provision of this Agreement is found by a court or administrative body with jurisdiction over the parties and subject matter to be in conflict with a state or federal statute, such law shall supersede the conflicting provision without affecting the remainder of the provisions of this Agreement.

ARTICLE 49

Controlled Substance/Alcohol Abuse

While the Company and Union have no intention of intruding into the private lives of employees, involvement with controlled substances and/or abuse of alcohol, will take their toll on job performance and safety. Our joint concern is that employees are in a condition to perform their duties safely and efficiently in the interests of their fellow workers as well as themselves. The presence of controlled substances and/or alcohol and the influence of these substances on employees during working hours are inconsistent with this objective.

Section 1.

(a) The Company retains the right to test, in accordance with this Article, employees for the use of controlled substances and/or alcohol. For purposes of this Article, "Controlled Substances" shall be any drug as listed in Schedule I through V of the Controlled Substance Act, 21 U.S.C. § 812.

(b) The Company currently tests for alcohol and specified controlled substances at certain levels and will not expand the number of controlled substances for which it tests or modify existing test levels without first bargaining with the Union. Changes in test levels might result from the amendment, modification or passage of laws, regulations and executive orders.

Section 2. The use, possession, sale, offering for sale, or distribution of a controlled substance or alcohol on Company premises, or on working time, constitutes just cause for discharge, unless such use or possession is the result of a prescription properly issued by a licensed medical or dental professional and appropriately used by the employee.

Section 3.

(a) Employees will be tested when reasonable suspicion or circumstances based on identifiable facts exist wherein an employee displays characteristics of impaired behavior, erratic behavior or performance (i.e., loss of normal motor skills, slurred speech, abnormally dilated or constricted pupils, uncharacteristic demeanor, etc.), or the odor of alcohol and

(b) Employees who are qualified as crane operators and hook-on men on cranes rated at five (5) ton capacity or over and employees who are qualified as crane operators and hook-on men for all nuclear cranes regardless of weight capacity shall be subject to controlled substance and/or alcohol testing as part of their annual physical examination for crane qualification.

All decisions as to whether or not cause for controlled substance and/or alcohol testing, in Section 3 (a) above, exists will be made by at least two members of Management who have observed the employee before an employee is required to submit to testing. A Union Representative, when requested, will be made available to the employee prior to testing. By the end of the next working day, the two members of management shall state in writing their specific observations which led to the controlled substance test and submit them to the Supervisor of Employee Relations for the area. These written observation reports shall be made available to the Grievance Committee person upon request.

Section 4. Whenever Management determines that an employee may have contributed to an accident involving a fatality, bodily injury, or damage to property, the Company may require the employee(s) to submit to drug and/or alcohol testing. An employee who tests positive for drugs and/or alcohol will be considered to be in violation of this Article and shall be subject to immediate discipline up to and including discharge. A Union Representative, when requested, will be made available to the employee prior to testing.

Section 5. Should an employee refuse to submit to testing, when it has been determined that cause exists, he will be discharged for refusal to follow instructions of Management. An employee retains the right to file a grievance protesting the severity of the discipline imposed or the facts surrounding the Shipyard's action.

Section 6. It is recognized that the use of controlled substances and/or alcohol is a matter of immediate concern to the Company and the Union. To facilitate the treatment and cure of employees, the Company and Union agree that, if an employee voluntarily seeks or is referred for treatment at a Company approved program, and satisfactorily completed a drug abuse and/or alcohol rehabilitation program, and if he is certified "drug/alcohol free" by a doctor of medicine, the Company will take no disciplinary action. Testing upon return to work at unspecified times, maximum of three (3), for the next twelve (12) months will be a condition of his continued employment. In order for the employee to return after rehabilitation and continue employment, all subsequent tests must be negative. If tested positive during this twelve (12) month period, the employee will be terminated, unless the Company otherwise agrees. Effective February 6, 1995, one period of rehabilitation will be allowed per employee. Subsequent violations will result in immediate termination.

Section 7. Information with respect to the Controlled Substance and Alcohol Abuse Program, shall be treated in a confidential manner and in conformity with applicable legal requirements.

ARTICLE 50 **Commitment to Quality**

Section 1. Purpose. The pursuit of continuous improvement in all work processes is fundamental to the long-range success of the Company and the Union and must be a key goal of all employees. The Quality Improvement Program recognizes that the people who know the process are the best source of ideas and suggestions for improving it. It also recognizes that a group of people, knowledgeable about a process, will find better solutions than one person working alone. Consistent with this purpose is the objective to have each employee recognize the responsibility to maintain and improve job skills so as to deal with the changing nature of the Shipyard's work environment.

There are three primary objectives of the Commitment to Quality:

1. *Continuous Process Improvement* - A system in which employees constantly pursue the improvement of all work processes.
2. *Satisfying Valid Customer Requirements* - In order to maintain and improve the Company's industry leadership and to achieve world class status in diversified product lines, we must first identify and then satisfy the valid requirements of our customers, both internal and external.
3. *Employee Participation* - The Quality Improvement Process provides a work environment which reinforces respect for the creative thought of all employees. Quality Improvement Teams are formed, Opportunities for Improvement are solicited and Cost of Quality projects are instituted to identify and implement changes which will benefit our production processes.

Section 2. Teams and Team Work Groups. Quality Improvement Teams are established to discover and communicate how a work process can be improved. These teams can be Task Teams, Process Improvement Teams or Functional Teams. Employee participation is voluntary and each team sets its own agenda. Each employee participates as an individual, not as a representative of any others. Participants rotate periodically, except in the case of Functional Teams where all employees in a formal or informal work group are considered members. The Company may: a) establish and utilize teamwork concepts to improve work processes; b) arrange or rearrange work groups (to include both bargaining unit and non-bargaining unit workers); and c) dissolve or reconfigure these teams as it deems necessary. Nothing in this agreement prevents the Company in its discretion from assigning employees to other work units (e.g. - process teams, functional teams, self directed work groups, etc.) where direct supervisors may or may not be involved.

Section 3. Labor-Management Cooperation Committee. The Company and Union recognize the benefit of our joint Commitment to Quality and the desirability of having employees from the bargaining unit participate. Such participation will not contravene any provision of the collective bargaining agreement and matters pertaining to the program will not be the subject of a grievance under Article 11 except as specified in this Article. The Company will provide the Grievance Chairperson of the Local Union with a listing of all active bargaining unit teams at least four times per year. He, or his designees, shall be granted reasonable access to the shipyard to observe bargaining unit teams.

The Manager of Labor Relations and the Grievance Chairperson of the Local Union, and their designees, shall form a Labor-Management Cooperation Committee to include three (3) members each from the Local Union and the Company (International Union Staff Representatives may attend at their discretion). The Manager of Labor Relations and the Grievance Chairperson of the Local Union shall Co-Chair quarterly meetings to insure the success of this program, discuss the Grievance Chairperson's review of teams in action, and resolve any conflicts with the terms and conditions of the labor agreement. Union representatives shall be paid by the Company for time spent in these quarterly meetings. If they are unable to reach a resolution, the Manager of Labor Relations and the Grievance Chairperson of the Local Union may refer the matter to Step 3 of the Grievance Procedure or directly to Expedited Arbitration (Article 13). In doing the latter they will define as narrow a question as possible for the arbitrator to resolve.

ARTICLE 51

Performance Feedback

Section 1. Appraisal. On an annual basis, all employees will be given written feedback on their performance by their immediate supervisor on a form entitled *Performance Feedback for Hourly Associates*. In all cases where an employee's rating is below average (less than 2), the immediate supervisor will inform the employee of the deficiencies, outline ways to improve and set goals and objectives for the employee.

Section 2. Use. The purpose of this annual performance feedback is to enhance dialogue between the immediate supervisor and the employee concerning job performance. The form shall not be used by the Company or the Union as a basis for discipline, selection for layoff or the granting or withholding of pay increases.

ARTICLE 52

Successorship

Section 1. Sale of the Shipyard. The Company agrees that it will not sell the Shipyard covered by this Labor Agreement unless, prior to the closing date of the sale, the Buyer has recognized the Union and assumed terms of the Labor Agreement.

Section 2. Sale of a Significant Portion of the Shipyard. As regards the proposed sale of a portion of the Shipyard, the Company agrees that it will not sell a significant portion of the Shipyard covered by this Labor Agreement unless, prior to the closing date of the sale, the Buyer has agreed to recognize the Union as the bargaining representative of the bargaining unit employees involved in the transaction.

ARTICLE 53

**Complete Written Agreement, Future Agreements,
Customs and Practices**

Section 1. Complete Written Agreement. This Agreement represents the entire written Agreement between the parties and there are no other written agreements relating to rates of pay, hours of work, or conditions of employment other than those set forth in this Agreement or incorporated herein by reference.

Section 2. Future Agreements. Any future agreement applying or interpreting the terms of this Agreement shall be in writing and approved by the Local Union and a representative of the International Union and the Vice President, Human Resources and Environmental Health & Safety or his designee in order to be valid in any future application of the terms of this Agreement.

Section 3. Customs and Practices. Presently effective customs or practices which are not specifically covered by a provision of this Agreement and which are not in conflict with its provisions shall remain in effect during the term of this Agreement.

Section 4. Gender of Words. The masculine gender as used herein ("he", "his", "him", "man") shall be deemed to include the feminine gender ("she", "hers", "her", "woman"), unless in the context of the provisions concerned, the feminine gender is clearly inappropriate.

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ARTICLE 54
Term of Agreement

This Agreement shall become effective on July 26, 1999, and shall continue in effect until midnight, June 6, 2004, and shall continue in effect from year to year, unless and until either party shall notify the other party in writing at least sixty (60) but not more than one hundred twenty (120) days prior to the expiration of the term (or any extended term) of its desire to terminate or modify. A request for modification by either party shall act as a notice of termination unless the notice of modification is withdrawn prior to the expiration date of this contract.

IN WITNESS WHEREOF, the parties hereto, by their officers and representatives thereunto duly authorized, have hereunto subscribed their names this 26th day of July, 1999.

1999 JUL 26

UNITED STEELWORKERS OF
AMERICA AND ITS LOCAL 8888

By: George F. Becker
George F. Becker
International President

Leo W. Gerard
Leo W. Gerard
International Secretary-Treasurer

Richard H. Davis
Richard H. Davis
International Vice President
(Administration)

Leon Lynch
Leon Lynch
International Vice President
(Human Affairs)

Ernest R. "Billy" Thompson
Ernest R. "Billy" Thompson
Director, District 8

Bernard F. Parrish
Bernard F. Parrish
Staff Representative

Thomas W. Lynn
Thomas W. Lynn
Staff Representative

Arnold D. Outlaw
Arnold D. Outlaw
President, Local 8888

Danny R. Keefer
Danny R. Keefer
Grievance Committee
Chairperson

NEWPORT NEWS SHIPBUILDING
AND DRY DOCK COMPANY

By: Alfred Little, Jr.
Alfred Little, Jr.
Vice President, Human Resources
And Environmental Health & Safety

David L. Rineer
David L. Rineer
Director of Labor Relations

Donald L. Check
Donald L. Check
Director of Trades Management

Jennifer R. Boykin
Jennifer R. Boykin
Director of Facilities

H. R. Hogan
H. R. Hogan
Manufacturing Process Owner

William L. Guerin
William L. Guerin
Manager of Labor Relations

Stephen T. Smith
Stephen T. Smith
Manager of Labor Relations

Carson M. Boone
Carson M. Boone
Supervisor of Employee Relations

Deborah H. Lee
Deborah H. Lee
Supervisor of Employee Relations

UNITED STEELWORKERS OF
AMERICA AND ITS LOCAL 8888

Jerry A. Goode

Jerry A. Goode
Negotiating Committee

Vincent L. Harris

Vincent L. Harris
Negotiating Committee

Lettie Murphy

Lettie Murphy
Negotiating Committee

Bob Padgett

Bob Padgett
Negotiating Committee

Ricky L. Pike

Ricky L. Pike
Negotiating Committee

Anthony W. Williams

Anthony W. Williams
Negotiating Committee

APPENDIX A

Grievance Form

| | | | |
|--|-------|------------------------|---------------------------------------|
| NN 400 (REV 12/68) | | 57565 | |
| NEWPORT NEWS SHIPBUILDING | | GRIEVANCE APPEAL FORM | |
| GRIEVANT'S NAME | | DEPARTMENT NO. | SHIFT |
| | | SOCIAL SECURITY NO. | |
| GRIEVANCE COMMITTEEMAN OR ASSISTANT'S NAME | | DATE OF OCCURRENCE | DATE GRIEVANCE FILED |
| NATURE OF GRIEVANCE | | | |
| | | | |
| | | | |
| GRIEVANT'S SIGNATURE | | DATE SIGNED | COMMITTEEMAN OR ASSISTANT'S SIGNATURE |
| APPLICABLE CONTRACT PROVISIONS | | | |
| ART. | SEC. | PARA. | ART. |
| SEC. | PARA. | ART. | SEC. |
| PARA. | ART. | SEC. | PARA. |
| SUPERVISOR'S NAME | | SUPERVISOR'S SIGNATURE | |
| RECEIVED, SUPERVISOR OF EMPLOYEE RELATIONS | | DATE RECEIVED | DATE STEP 1 MEETING |
| RESPONSE - SUPERVISOR OF EMPLOYEE RELATIONS | | | |
| | | | |
| P.E.R.'S SIGNATURE | | DATE GIVEN | COMMITTEEMAN'S SIGNATURE |
| RECEIVED, SUPERVISOR OF EMPLOYEE RELATIONS | | DATE RECEIVED | DATE STEP 1 MEETING |
| RESPONSE - SUPERVISOR OF EMPLOYEE RELATIONS | | | |
| | | | |
| CHAIRMAN, GRIEVANCE COMMITTEE DECISION | | DATE | |
| | | DATE | |
| | | DATE | |
| CHAIRMAN'S SIGNATURE | | DATE | |
| RECEIVED, SUPERVISOR OF EMPLOYEE RELATIONS | | DATE RECEIVED | DATE STEP 1 MEETING |
| RESPONSE - SUPERVISOR OF EMPLOYEE RELATIONS | | | |
| | | | |
| MANAGER'S SIGNATURE | | DATE | |
| RECEIVED, SUPERVISOR OF EMPLOYEE RELATIONS | | DATE RECEIVED | DATE STEP 1 MEETING |
| RESPONSE - SUPERVISOR OF EMPLOYEE RELATIONS | | | |
| | | | |
| CHAIRMAN, GRIEVANCE COMMITTEE DECISION | | DATE | |
| | | DATE | |
| | | DATE | |
| CHAIRMAN'S SIGNATURE | | DATE | |
| RECEIVED, SUPERVISOR OF EMPLOYEE RELATIONS | | DATE RECEIVED | DATE STEP 1 MEETING |
| RESPONSE - SUPERVISOR OF EMPLOYEE RELATIONS | | | |
| | | | |
| DIRECTOR'S SIGNATURE | | DATE | |
| RECEIVED, SUPERVISOR OF EMPLOYEE RELATIONS | | DATE RECEIVED | DATE STEP 1 MEETING |
| RESPONSE - SUPERVISOR OF EMPLOYEE RELATIONS | | | |
| | | | |
| INTERNATIONAL STEEL REPRESENTATIVE'S SIGNATURE | | DATE | |
| | | DATE | |
| | | DATE | |
| STAFF REP'S SIGNATURE | | DATE | |
| | | DATE | |
| | | DATE | |

APPENDIX B(1)

Rate Schedule for Production Employees

| Pay Classification | Current Rate | 7/26/99 | 10/2/00 | 12/17/01 | 3/24/03 |
|-------------------------------|-------------------------|----------------|----------------|-----------------|----------------|
| Specialist - Pay Grade 17 | — | \$17.00 | \$17.66 | \$18.40 | \$19.14 |
| Specialist - Pay Grade 16 | — | 16.50 | 17.15 | 17.89 | 18.61 |
| Specialist - Pay Grade 15 | — | 16.10 | 16.73 | 17.47 | 18.17 |
| Mechanic - Pay Grade 14 | \$14.53 | 15.80 | 16.42 | 17.16 | 17.85 |
| Mechanic - Pay Grade 13 | 14.21 | 15.45 | 16.06 | 16.80 | 17.47 |
| Mechanic - Pay Grade 12 | 13.74 | 14.95 | 15.55 | 16.29 | 16.94 |
| Mechanic - Pay Grade 11 | 13.48 | 14.54 | 15.13 | 15.87 | 16.50 |
| Mechanic - Pay Grade 10 | 13.00 | 14.03 | 14.60 | 15.34 | 15.95 |
| Mechanic - Pay Grade 9 | 12.59 | 13.60 | 14.16 | 14.90 | 15.50 |
| Handyman - Pay Grade 8 | 11.70 | 12.65 | 13.18 | 13.92 | 14.48 |
| Handyman - Pay Grade 7 | 11.10 | 12.02 | 12.53 | 13.27 | 13.80 |
| Handyman - Pay Grade 6 | 10.66 | 11.55 | 12.05 | 12.79 | 13.30 |
| Handyman - Pay Grade 5 | 10.16 | 11.02 | 11.50 | 12.24 | 12.73 |
| Helper - Pay Grade 4 | 9.66 | 10.49 | 10.95 | 11.69 | 12.16 |
| Helper - Pay Grade 3 | 9.22 | 10.02 | 10.47 | 11.21 | 11.66 |
| Helper - Pay Grade 2 | 8.78 | 9.56 | 10.00 | 10.74 | 11.17 |
| Helper - Pay Grade 1 | 8.37 | 9.12 | 9.54 | 10.28 | 10.69 |
| After 360 Days | 7.98 | 8.71 | 9.12 | 9.86 | 10.25 |
| After 225 Days | 7.70 | 8.41 | 8.81 | 9.55 | 9.93 |
| After 90 Days | 7.37 | 8.06 | 8.45 | 9.19 | 9.56 |
| Hire Rate | 7.12 | 7.80 | 8.18 | 8.92 | 9.28 |

APPENDIX B(1) (cont'd.)

Application of Rate Schedule to Specialist Job Families (Pay Grades 15, 16 and 17)

Application of the rate schedule to certain production job functions in Specialist Job Families (*Specialist-Pay Grade 15, Specialist-Pay Grade 16, and Specialist-Pay Grade 17*) shall be governed by the following provisions. All job functions not listed below may attain a maximum pay rate of *Mechanic-Pay Grade 14*. All references are to Schedule B(1).

| Dept. | Job Classification | PG 15 | PG16 | PG17 |
|-------|----------------------------|-------|------|------|
| X11 | Chipper (Spec) | 15 | — | — |
| | Straightener (Spec) | 5 | — | — |
| | Tank Testers (Spec) | 11 | — | — |
| | Shipwrights (Spec) | 5 | 5 | 13 |
| | Fitters (Spec) | 75 | 65 | — |
| | Lead Burner/Caulker (Spec) | 7 | — | — |
| | Watertight (Spec) | 6 | 6 | — |
| X15 | Layoff (Spec) | 4 | 2 | — |
| | Mach Hand (Spec) | 16 | 10 | — |
| | Robotic Operator (Spec) | 4 | — | — |
| X18 | Burner (Spec) | 6 | — | — |
| | Serv Auto (Spec) | 23 | 15 | — |
| | Robotic Serv (Spec) | — | — | 13 |
| | Welder/Burner (Spec) | 50 | — | — |
| | Welder/Structure (Spec) | 70 | — | — |
| | Welder/Automatic (Spec) | — | 90 | — |
| | Pipe Welder (Spec) | 32 | 30 | 39 |

| Dept. | Job Classification | PG 15 | PG16 | PG17 |
|---------|---------------------------|-------|------|------|
| X31/M31 | Deck Electrician (Spec) | 63 | — | — |
| | Switchboard/Panel (Spec) | 10 | — | — |
| | Induction Heat (Spec) | 7 | — | — |
| | Temporary Lights (Spec) | 30 | — | — |
| | Rack/Gang Leader (Spec) | 10 | — | — |
| | Breaker Technician (Spec) | 4 | — | — |
| | Motor Repair (Spec) | 7 | — | — |
| | Electroplate (Spec) | 3 | — | — |
| | Combat Sys Elect (Spec) | 35 | 27 | — |
| | I C Electrician (Spec) | 30 | 20 | — |
| | Test Electrician (Spec) | 10 | 17 | 25 |
| | Instrument Repair (Spec) | 10 | 12 | 25 |
| X32/M32 | Sheet Metal Worker (Spec) | 100 | 50 | — |
| | Sheet Metal Welder (Spec) | 10 | 5 | — |
| X33 | Sprayer (Spec) | 48 | — | — |
| | Blaster (Spec) | 7 | 1 | — |
| | Pipe Coverer (Spec) | 29 | — | — |
| M34 | Sprayer (Spec) | 5 | — | — |
| | Blaster (Spec) | 4 | — | — |
| X36 | Rigger (Spec) | 40 | — | — |
| | Drydock Pumpman (Spec) | 5 | — | — |
| | Crane Rigger (Spec) | 9 | 9 | — |
| | Shipboard Temp Sys (Spec) | 20 | — | — |
| | Tug Operations (Spec) | 6 | — | — |
| | Crane Operator (Spec) | 9 | 10 | — |
| X42/M42 | Machinist (Spec) | 5 | 2 | 1 |
| | Pipefitter (Spec) | 150 | 55 | 15 |
| | Purger (Spec) | 3 | 3 | — |
| | Hanger Ops (Spec) | 10 | — | — |
| X43 | Grating (Spec) | 5 | — | — |
| | Machinist (Spec) | 120 | 40 | 15 |

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| Dept. | Job Classification | PG 15 | PG16 | PG17 |
|---------------------|-------------------------------|--------------|-------------|-------------|
| X67 | Inspector (Spec) | 40 | 4 | - |
| M53 | Assembler (Spec) | 10 | - | - |
| | Machinist (Spec) | 24 | 16 | 10 |
| 572 | Inspector (Spec) | 1 | - | - |
| | Burner (Spec) | 2 | - | - |
| | Welder/Burner (Spec) | 2 | - | - |
| | Chipper (Spec) | 3 | - | - |
| | Pouring Crane Operator (Spec) | 3 | - | - |
| | Furnaceman (Spec) | 2 | - | - |
| | Molder (Spec) | 3 | - | - |
| | Foundry Welder (Spec) | 1 | - | - |
| 038 | NDT Inspector (Spec) | 12 | 12 | 6 |
| 053 | Receipt Inspector (Spec) | 5 | 2 | - |
| 043 | Pipefitter (Spec) | 7 | 4 | - |
| | Maint HVAC (Spec) | 10 | 4 | 2 |
| | Maint Machinist (Spec) | 17 | 6 | 3 |
| | Maint Electrician (Spec) | 25 | 8 | 3 |
| | Power Plant Oper (Spec) | 13 | - | - |
| | Fire Alarm Tech (Spec) | 1 | 1 | 1 |
| 048 | Inspector (Spec) | 2 | 1 | - |
| X65 | Chipper (Spec) | 2 | - | - |
| | Fitter (Spec) | 13 | 1 | - |
| | Tank Tester (Spec) | 2 | - | - |
| | Machinist (Spec) | 14 | 1 | 1 |
| | Pipefitter (Spec) | 38 | 6 | - |
| | Rigger (Spec) | 9 | - | - |
| | Shipboard Temp Sys (Spec) | 2 | - | - |
| | Sheet Metal Worker (Spec) | 12 | 3 | - |
| | Deck Electrician (Spec) | 4 | - | - |
| | Temp Lights (Spec) | 2 | - | - |
| | Test Electrician (Spec) | - | - | 5 |
| | Pipe Coverer (Spec) | 4 | - | - |
| | Welder/Burner (Spec) | 20 | - | - |
| | Crane Rigger (Spec) | 1 | - | - |
| GRAND TOTALS | | 1439 | 543 | 177 |

APPENDIX B(2)**Rate Schedule for Support Employees**

| Pay Classification | Current Rate | <u>7/26/99</u> | <u>10/2/00</u> | <u>12/17/01</u> | <u>3/24/03</u> |
|-------------------------------|-------------------------|-----------------------|-----------------------|------------------------|-----------------------|
| 1st Class Level III | \$11.96 | \$12.93 | \$13.47 | \$14.21 | \$14.78 |
| 2nd Class Level III | 11.74 | 12.69 | 13.22 | 13.96 | 14.52 |
| 3rd Class Level III | 11.68 | 12.63 | 13.16 | 13.90 | 14.46 |
| 4th Class Level III | 11.42 | 12.36 | 12.88 | 13.62 | 14.16 |
| 5th Class Level III | 11.16 | 12.08 | 12.59 | 13.33 | 13.86 |
| 1st Class Level II | 11.00 | 11.91 | 12.42 | 13.16 | 13.69 |
| 2nd Class Level II | 10.80 | 11.70 | 12.20 | 12.94 | 13.46 |
| 3rd Class Level II | 10.69 | 11.58 | 12.08 | 12.82 | 13.33 |
| 4th Class Level II | 10.42 | 11.30 | 11.79 | 12.53 | 13.03 |
| 5th Class Level II | 10.22 | 11.08 | 11.56 | 12.30 | 12.79 |
| 6th Class Level II | 10.11 | 10.97 | 11.45 | 12.19 | 12.68 |
| 1st Class Level I | 9.91 | 10.75 | 11.22 | 11.96 | 12.44 |
| 2nd Class Level I | 9.62 | 10.45 | 10.91 | 11.65 | 12.12 |
| 3rd Class Level I | 9.46 | 10.28 | 10.74 | 11.48 | 11.94 |
| 4th Class Level I | 9.07 | 9.86 | 10.31 | 11.05 | 11.49 |
| 5th Class Level I | 8.98 | 9.77 | 10.21 | 10.95 | 11.39 |
| 6th Class Level I | 8.66 | 9.43 | 9.86 | 10.60 | 11.02 |
| 7th Class Level I | 8.54 | 9.30 | 9.73 | 10.47 | 10.89 |
| After 360 Days | 7.98 | 8.71 | 9.12 | 9.86 | 10.25 |
| After 225 Days | 7.70 | 8.41 | 8.81 | 9.55 | 9.93 |
| After 90 Days | 7.37 | 8.06 | 8.45 | 9.19 | 9.56 |
| Hiring Rate | 7.12 | 7.80 | 8.18 | 8.92 | 9.28 |

APPENDIX B(2) (cont'd.)

Application of Rate Schedule to Support Job Functions

Application of the rate schedule to certain support job functions shall be governed by the following provisions. These provisions indicate the maximum rate for the particular job function. All references are to Schedule B(2).

Material Support

Employees in these job titles may progress up to and including the *1st Class Level III* rate.

Senior Office Clerk, Senior Reproduction Clerk and Drawing Clerk

An employee in this job title may progress up to and including the *1st Class Level II* rate.

Key Machine Operator

An employee in this job title may progress up to and including the *1st Class Level I* rate.

Janitor, Reproduction Clerk, Office Clerk and Mail Carrier

Employees in these job titles may progress up to and including the *7th Class Level I* rate.

7-10-84

APPENDIX B(3)

Rate Schedule for Apprentices

| <u>Pay Classification</u> | <u>Current Rate</u> | <u>7/26/99</u> | <u>10/2/00</u> | <u>12/17/01</u> | <u>3/24/03</u> |
|--------------------------------------|--------------------------------|-----------------------|-----------------------|------------------------|-----------------------|
| Completion | \$13.48 | \$14.54 | \$15.13 | \$15.87 | \$16.50 |
| Beginning of 8th Term | 13.00 | 14.03 | 14.60 | 15.34 | 15.95 |
| Beginning of 7th Term | 12.59 | 13.60 | 14.16 | 14.90 | 15.50 |
| Beginning of 6th Term | 11.96 | 12.93 | 13.47 | 14.21 | 14.78 |
| Beginning of 5th Term | 10.93 | 11.84 | 12.35 | 13.09 | 13.61 |
| Beginning of 4th Term | 9.86 | 10.70 | 11.17 | 11.91 | 12.39 |
| Beginning of 3rd Term | 9.16 | 9.96 | 10.41 | 11.15 | 11.60 |
| Beginning of 2nd Term | 8.56 | 9.32 | 9.75 | 10.49 | 10.91 |
| Beginning of 1st Term | 7.97 | 8.70 | 9.11 | 9.85 | 10.24 |

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APPENDIX B (4)

Pay Rates for Welding School

1. New hires placed in school for welding or tack welding training will be hired and trained at the prevailing Yard hiring rate and after completion of training will be paid as indicated in Paragraphs 3 and 4 below.
2. Employees who have progressed beyond the hiring rate and who are placed in school for welding or tack welding training will retain their rate while training and after completion of training be paid as indicated in Paragraphs 3 and 4 below except that no employee shall receive less than his own rate after completion of training.
3. Employees who successfully complete tack welding training will be paid at the rate of *Helper – Pay Grade 1*.
4. Employees who successfully complete basic structural welding training will be paid at the rate of *Helper – Pay Grade 3*.

APPENDIX C

Arbitrators for Article 7 Disputes

Terry A. Bethel

Alfred C. Dybeck

Ira F. Jaffe

Anthony V. Sinicropi

Rolf Valtin

**LETTERS
OF
AGREEMENT**



**NEWPORT NEWS
SHIPBUILDING**

4101 WASHINGTON AVENUE
NEWPORT NEWS, VA 23607-2770
Phone: (757) 380-2000

July 26, 1999

Mr. Bernard F. Parrish
Staff Representative
United Steelworkers of America
1818 Todds Lane, Suite E
Hampton, VA 23666

Letter 99-1 — Re: Benefits

Dear Mr. Parrish:

This will confirm the understanding reached in negotiations that Newport News Shipbuilding and Dry Dock Company ("the Company") and Newport News Shipbuilding Inc. will not enter into any transaction between themselves which will effect the Company's ability to provide the benefits that it is obligated to provide under the terms of the Labor Agreement.

Sincerely,

David L. Rineer

David L. Rineer
Director of Labor Relations
Newport News Shipbuilding
and Dry Dock Company

Alfred Little, Jr.

Alfred Little, Jr.
Vice President, Human Resources and EH&S
Newport News Shipbuilding, Inc.

Agreed upon: *Bernard F. Parrish*

Bernard F. Parrish
Staff Representative



**NEWPORT NEWS
SHIPBUILDING**

4101 WASHINGTON AVENUE
NEWPORT NEWS, VA 23007-2770
Phone: (757) 380-2000

July 26, 1999

Mr. Bernard F. Parrish
Staff Representative
United Steelworkers of America
1818 Todds Lane, Suite E
Hampton, Virginia 23666

Letter 99-11 — Re: Grievance Filing

Dear Mr. Parrish:

The parties have agreed that the phrase in Article 11 Section 2, Step 1 which states, "...a grievance shall be raised within five (5) working days of the event giving rise to the grievance...", will exclude the day of occurrence.

Sincerely,

David L. Rineer

**David L. Rineer
Director of Labor Relations**

Agreed upon: *Bernard F. Parrish*
Bernard F. Parrish
Staff Representative



**NEWPORT NEWS
SHIPBUILDING**

4101 WASHINGTON AVENUE
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Phone: (757) 390-2000

July 26, 1999

Mr. Bernard F. Parrish
Staff Representative
United Steelworkers of America
1818 Todds Lane, Suite E
Hampton, Virginia 23666

Letter 99-14 — Re: Grievance Committee Time

Dear Mr. Parrish:

Grievance Committee persons will be credited for annual leave and pension purposes for the time that they spend on grievance handling in the Shipyard on their regularly scheduled straight-time work hours.

We will continue to credit the Committee person for straight-time hours spent in grievance handling in the Shipyard for the purpose of calculating annual leave and pension benefits.

Sincerely,

David L. Rineer

**David L. Rineer
Director of Labor Relations**

Agreed upon: *Bernard F. Parrish*
Bernard F. Parrish
Staff Representative



**NEWPORT NEWS
SHIPBUILDING**

4101 WASHINGTON AVENUE
NEWPORT NEWS, VA 23607-2770
Phone: (757) 380-2000

July 26, 1999

Mr. Bernard F. Parrish
Staff Representative
United Steelworkers of America
1818 Todds Lane, Suite E
Hampton, Virginia 23666

Letter 99-19(a) — Re: Annual Leave

Dear Mr. Parrish:

This will confirm the understanding reached in negotiations that the Company will provide on an employee's weekly pay stub the number of annual leave hours, if any, taken that week.

The Company agrees to continue its present practice under Article 19, Section 7 of granting one day (eight hour) annual leaves on a call-in basis where it does not unduly interfere with the efficient operation of the department (it should be noted that all annual leave time of less than eight (8) hours must be scheduled and approved in advance by the employee's immediate supervisor). Should an employee abuse this practice, he will be so notified.

Sincerely,

David L. Rineer

**David L. Rineer
Director of Labor Relations**

Agreed upon: *Bernard F. Parrish*
Bernard F. Parrish
Staff Representative



**NEWPORT NEWS
SHIPBUILDING**

4101 WASHINGTON AVENUE
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Phone: (757) 380-2000

July 26, 1999

Mr. Bernard F. Parrish
Staff Representative
United Steelworkers of America
1818 Todds Lane, Suite E
Hampton, Virginia 23666

Letter 99-19(b) — Re: Carryover of Annual Leave

Dear Mr. Parrish:

The Company and the Union mutually agree that up to eighty (80) hours of annual leave may be carried over from year to year. This amount is not cumulative, a maximum of eighty (80) hours is all that will be allowed.

Sincerely,

David L. Rineer

**David L. Rineer
Director of Labor Relations**

Agreed upon: *Bernard F. Parrish*
Bernard F. Parrish
Staff Representative



**NEWPORT NEWS
SHIPBUILDING**

4101 WASHINGTON AVENUE
NEWPORT NEWS, VA 23607-2770
Phone: (757) 350-2000

July 26, 1999

Mr. Bernard F. Parrish
Staff Representative
United Steelworkers of America
1818 Todds Lane, Suite E
Hampton, Virginia 23666

Letter 99-19(c) — Re: Vacation Eligibility

Dear Mr. Parrish:

The Company agrees to credit hours absent for any reason from April 5, 1999 through the four week return to work period (which begins on the day following ratification) for purposes of determining hours worked for vacation eligibility.

Sincerely,

David L. Rineer

**David L. Rineer
Director of Labor Relations**

Agreed upon: *Bernard F. Parrish*
Bernard F. Parrish
Staff Representative



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SHIPBUILDING

4101 WASHINGTON AVENUE
NEWPORT NEWS, VA 23607-2770
Phone: (757) 380-2000

July 26, 1999

Mr. Bernard F. Parrish
Staff Representative
United Steelworkers of America
1818 Todds Lane, Suite E
Hampton, Virginia 23666

Letter 99-20 — Re: Medical Determinations

Dear Mr. Parrish:

The Union agrees that, in situations in which an employee brings to the Company a certificate from his personal physician asserting that the employee has a personal medical condition relating to this qualification or disqualification for employment, the Company will refer the employee to the Company Medical Department.

The Medical Clinic will then make a determination regarding the acceptability of this asserted personal medical condition.

If the Medical Clinic determines that further substantiation of the employee's condition is necessary, the Medical Clinic can refer the employee to an appropriate physician or specialist at the employee's own expense.

It is recognized that the Company's Medical Department has the greatest expertise to determine an employee's ability to perform assigned work due to his or her medical condition, and that the medical department's determination shall only be challenged if evidence exists that its decision was arbitrary or capricious. The provisions of this letter will in no way affect employees' rights under the Family and Medical Leave Act.

Sincerely,

David L. Rineer

David L. Rineer
Director of Labor Relations

Agreed upon: Bernard F. Parrish
Bernard F. Parrish
Staff Representative



**NEWPORT NEWS
SHIPBUILDING**

4101 WASHINGTON AVENUE
NEWPORT NEWS, VA 23607-2770
Phone: (757) 380-2000

July 26, 1999

Mr. Bernard F. Parrish
Staff Representative
United Steelworkers of America
1818 Todds Lane, Suite E
Hampton, VA 23666

Letter 99-31 (a) — Re: Initial Placement of Specialist Pay Grades 15-17

Dear Mr. Parrish:

The Company and Union, at the Union's request, shall meet within sixty calendar days of the ratification of the collective bargaining agreement to review whether any additional qualified employees (qualified means that the employee at Mechanic - Pay Grade 14 satisfies the defined requirements of the particular Specialist Job Family) shall be placed in Specialist Pay Grades 15-17. No qualified employee will be considered unless presented by the Union within the sixty-day period.

It is recognized that the initial placements include 28 employees who are paid at a rate under Mechanic - Pay Grade 14. In instances where this occurred the right to grieve will be extended to qualified employees in these job functions at or above that job/pay classification. For purposes of this paragraph the term "qualified" will include only employees who possess the specified job skills shown in parentheses where applicable on the following list:

X11 Shipwright (Optical)
X18 Robotic - Serviceman
X36 Crane Operator (Primary Operator)
043 Maintenance Electrician (Programmable Logic Controls)
043 Pipefitter (Emergency Water Tender)
043 Maintenance HVAC (Controls)
572 Furnaceman
038 NDT Inspector

In the event that the Company fails to place such qualified employee(s) into the applicable Specialist Pay Grade the matter may be submitted to Arbitration in accordance with the provisions of Article 12 of this Agreement. The Arbitrator will decide whether the Company's failure to place a qualified employee was a result of arbitrary, capricious or discriminatory actions.

Sincerely,

David L. Rineer

David L. Rineer
Director of Labor Relations

Agreed upon: Bernard F. Parrish
Bernard F. Parrish
Staff Representative



NEWPORT NEWS
SHIPBUILDING

4101 WASHINGTON AVENUE
NEWPORT NEWS, VA 23607-2770
Phone: (757) 380-2000

July 26, 1999

Mr. Bernard F. Parrish
Staff Representative
United Steelworkers of America
1818 Todds Lane, Suite E
Hampton, VA 23666

Letter 99-31(b) — Re: Arbitration - Specialist Job Families

Dear Mr. Parrish:

The Company, at the Union's request, shall meet with the Union to review the defined requirements for the Specialist Job Families. Any changes agreed upon shall be implemented on a prospective basis.

The Company shall, on a monthly basis, provide the Union with notice of employees who have been assigned to job/pay classifications and job functions within the Specialist Job Family. If the Company alters the existing defined requirements of a function within the Specialist Job Family it shall provide the Union with notice of the intended changes within at least thirty days prior to the date that the change will be implemented. Should the parties be unable to reach agreement on the proposed change it may be submitted to arbitration in accordance with the following procedures:

1. the parties will select an arbitrator who has experience with job classification systems and the parties shall not be bound to the arbitrators selected in accordance with Article 12 of the Agreement; and
2. the arbitrator will rule on a prospective basis.
3. the arbitrator's authority will be governed by Article 12 of the Agreement.

Within 90 days of the effective date of this agreement, the parties will select a panel of three (3) arbitrators to hear cases under the provisions of this letter.

Sincerely,

David L. Rineer

David L. Rineer
Director of Labor Relations

Agreed upon: Bernard F. Parrish
Bernard F. Parrish
Staff Representative

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**NEWPORT NEWS
SHIPBUILDING**

4101 WASHINGTON AVENUE
NEWPORT NEWS, VA 23607-2770
Phone: (757) 380-2000

July 26, 1999

Mr. Bernard F. Parrish
Staff Representative
United Steelworkers of America
1818 Todds Lane, Suite E
Hampton, VA 23666

**Letter 99-31 (c) — Re: Specialist Job Families (Pay Grades 15, 16, and 17)
Initial and Future Assignments**

Dear Mr. Parrish:

This will confirm the agreement of the Parties that 1,172 employees will be initially assigned to Specialist Job Families (Pay Grades 15, 16, and 17) effective the Monday following ratification of the collective bargaining agreement.

It is further agreed by the Parties that the maximum number of incumbents is set forth in Appendix B(1) for each job function within the Specialist Families. The Company, in accordance with its production needs may promote employees who demonstrate the defined requirements for placement into those job families over the term of this labor agreement through its rerate program until the specified maximums are reached. It is understood by the Parties that maximum numbers stated in Appendix B(1) are based on current workload projections for the life of this labor agreement and may be lowered by the Company based on changes in future operational needs.

Sincerely,

David L. Rineer

**David L. Rineer
Director of Labor Relations**

Agreed upon: *Bernard F. Parrish*
Bernard F. Parrish
Staff Representative



NEWPORT NEWS
SHIPBUILDING

4101 WASHINGTON AVENUE
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July 26, 1999

Mr. Bernard Parrish
Staff Representative
United Steelworkers of America
1818 Todds Lane, Suite E
Hampton, Virginia 23666

Letter 99-31(d) — Re: Eligibility for Rerates — Grandfathered Support Employees

Dear Mr. Parrish:

Production employees currently being paid at the Handyman Pay Grade 8 rate of \$11.96 will receive the agreed upon general wage increases. When they have worked 4,160 hours at this rate they will be progressed to the new rate for Mechanic Pay Grade 9.

Support employees shall progress in accordance with Article 31 of the Agreement; however, those support employees currently at wage rates above the maximum rate for their particular job function shall remain at their present rates. When these employees otherwise qualify for increases, their future movement, if any, is limited to one rate higher than their current rate.

Sincerely,

David L. Rineer

David L. Rineer
Director of Labor Relations

Agreed upon: Bernard F. Parrish
Bernard F. Parrish
Staff Representative



**NEWPORT NEWS
SHIPBUILDING**

4101 WASHINGTON AVENUE
NEWPORT NEWS, VA 23607-2770
Phone: (757) 390-2900

July 26, 1999

Mr. Bernard F. Parrish
Staff Representative
United Steelworkers of America
1818 Todds Lane, Suite E
Hampton, Virginia 23666

Letter 99-38(a) — Re: Tuition Reimbursement

Dear Mr. Parrish:

During the course of bargaining you raised questions pertaining to employees being granted leaves of absence for educational purposes. As I indicated, the Shipyard does have an Educational Leave of Absence policy as well as a policy on Tuition Reimbursement. Bargaining unit employees will be allowed, in accordance with the terms of these policies, to request educational leaves and seek tuition reimbursement.

All rights granted shall be subject to the terms and conditions of these policies and may be modified, amended or discontinued by the Shipyard.

Sincerely,

David L. Rineer

David L. Rineer
Director of Labor Relations

Agreed upon: Bernard F. Parrish
Bernard F. Parrish
Staff Representative



NEWPORT NEWS
SHIPBUILDING

4101 WASHINGTON AVENUE
NEWPORT NEWS, VA 23607-2770
Phone: (757) 380-2000

July 26, 1999

Mr. Bernard F. Parrish
Staff Representative
United Steelworkers of America
1818 Todds Lane, Suite E
Hampton, Virginia 23666

Letter - 99-38(b) — Re: Prescription Coverage - Deceased Retiree Spouses

Dear Mr. Parrish:

This will confirm our understanding that for the term of this Agreement we will allow retirees, the spouse of retirees, including the spouse of a deceased retiree, and any spouse who marries a retiree with the privilege of utilizing the Company's prescription service. In the case of a spouse of a deceased retiree who re-marries the privilege will be revoked.

In reaching this understanding it is recognized that the Company does not waive its position that retirees are a non-mandatory subject of bargaining. Moreover, this understanding in no way alters or modifies the Company's right to establish the prices for the prescriptions provided through this service or its operation and control over the service.

Sincerely,

David L. Rineer

David L. Rineer
Director of Labor Relations

Agreed upon: Bernard F. Parrish
Bernard F. Parrish
Staff Representative



**NEWPORT NEWS
SHIPBUILDING**

4101 WASHINGTON AVENUE
NEWPORT NEWS, VA 23007-2770
Phone: (757) 385-2000

July 26, 1999

Mr. Bernard F. Parrish
Staff Representative
United Steelworkers of America
1818 Todds Lane, Suite E
Hampton, Virginia 23666

Letter 99-49(a) — Re: Controlled Substance / Alcohol Test Levels

Dear Mr. Parrish:

In prior negotiations we agreed on an Article dealing with Controlled Substance/ Alcohol Abuse. Section 1(b) of this Article notes that the Company currently tests for alcohol and controlled substances at certain levels and we provided the Union a list showing the levels and substances being tested. Attached for your records is that list.

Sincerely,

David L. Rineer

**David L. Rineer
Director of Labor Relations**

Agreed upon: *Bernard F. Parrish*
Bernard F. Parrish
Staff Representative

ATTACHMENT

July 26, 1999

List of alcohol/controlled substances and testing levels for which Company employees are tested:

| <u>Test Used</u> | <u>Initial Test Level (ng/ml)</u> |
|-------------------------|---|
| Breath Alert | Alcohol 0.02% |
| Emit dau (all) | Marijuana Metabolites 50 |
| | Cocaine Metabolites 300 |
| | Opiate Metabolites ¹ 300 |
| | Phencyclidine 25 |
| | Amphetamines 1,000 |

| <u>Test Used</u> | <u>Confirmatory Test Level (ng/ml)</u> |
|-------------------------|---|
| GC/MS (all) | Marijuana Metabolite ² 15 |
| | Cocaine Metabolite ³ 150 |
| | Opiates: |
| | Morphine 300 |
| | Codeine 300 |
| | Phencyclidine 25 |
| | Amphetamines |
| | Amphetamine 500 |

¹ 25 ng/ml if immunoassay specific for free morphine.

² Delta-9-tetrahydrocannabinol-9-carboxylic acid.

³ Benzoyllecgonine.



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Phone: (757) 380-2000

July 26, 1999

Mr. Bernard F. Parrish
Staff Representative
United Steelworkers of America
1818 Todds Lane, Suite E
Hampton, Virginia 23666

Letter 99-49(b) — Re: Re-entering Rehabilitation

Dear Mr. Parrish:

The Company agrees that an employee who has successfully completed the one period of rehabilitation provided by Article 49, Section 6, may on a one-time basis, voluntarily re-enter rehabilitation within the 12-month period during which he is subject to three random tests. Such re-entry is subject to the following limitations:

1. The employee's re-entry into rehabilitation will be considered as a mandatory referral and any failure to complete the program or meet any of its terms and conditions or any subsequent positive test result will subject the employee to immediate discharge.
2. The employee may not re-enter rehabilitation as provided herein if he has been notified of a drug/alcohol test (e.g., random, cause based, physical examination - Radcon, MEO, lead, etc.).
3. If an employee who re-enters rehabilitation successfully completes the rehabilitation program, and if he is certified "drug/alcohol free" by a doctor of medicine, he will be subjected to twelve (12) random tests for 24 months following his return to work. Any subsequent positive test will result in the employee's immediate discharge.

Sincerely,

David L. Rineer

David L. Rineer
Director of Labor Relations

Agreed upon: *Bernard F. Parrish*

Bernard F. Parrish
Staff Representative



NEWPORT NEWS
SHIPBUILDING

4101 WASHINGTON AVENUE
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Phone: (757) 380-2000

July 26, 1999

Mr. Bernard F. Parrish
Staff Representative
United Steelworkers of America
1818 Todds Lane, Suite E
Hampton, Virginia 23666

Letter 99-49(c) — Re: Drug Testing

Dear Mr. Parrish:

The Company is currently reviewing potential cost-effective alternatives that might permit the outsourcing of the analysis of urine samples. If the Company outsources such analyses, the Company will make available the option of a second confirmatory test from a SAMHSA certified laboratory affiliated with the new provider at the request of the employee. The requesting employee will bear the expenses of such testing unless the test result is negative.

In the event that the Company determines not to outsource the analysis of urine samples, the Company will make arrangements within six months of the ratification of the agreement, to provide an employee with the option of a second confirmatory test from a list of three SAMHSA certified laboratories. The requesting employee will bear the expenses of such testing unless the test result is negative.

Complaints and concerns raised by the Union will be considered by the Company in making its decision on whether to renew an agreement with a provider for EAP services. The Company agrees to meet periodically with the Union to discuss their concerns regarding EAP services. The EAP provider will attend such meetings if requested.

Sincerely,

David L. Rineer

David L. Rineer
Director of Labor Relations

Agreed upon: Bernard F. Parrish
Bernard F. Parrish
Staff Representative

Notes

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1999

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2000

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2001

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2003

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| | | | | 1 | 2 | 3 | | | | | 1 | 2 | 3 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 | 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 | 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 26 | 27 | 28 | 29 | 30 | 31 | | 27 | 28 | 29 | 30 | 31 | | |

| FEBRUARY | | | | | | | AUGUST | | | | | | |
|----------|----|----|----|----|----|----|--------|----|----|----|----|----|----|
| S | M | T | W | T | F | S | S | M | T | W | T | F | S |
| | | | | | | 1 | | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 | 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 | 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 23 | 24 | 25 | 26 | 27 | 28 | | 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| | | | | | | | 31 | | | | | | |

| MARCH | | | | | | | SEPTEMBER | | | | | | |
|-------|----|----|----|----|----|----|-----------|----|----|----|----|----|----|
| S | M | T | W | T | F | S | S | M | T | W | T | F | S |
| | | | | | | 1 | | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 | 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 | 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 | 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 | 28 | 29 | 30 | | | | |
| 30 | 31 | | | | | | | | | | | | |

| APRIL | | | | | | | OCTOBER | | | | | | |
|-------|----|----|----|----|----|----|---------|----|----|----|----|----|----|
| S | M | T | W | T | F | S | S | M | T | W | T | F | S |
| | | | | | | 1 | | | | | | | 1 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 | 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 | 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 27 | 28 | 29 | 30 | | | | 26 | 27 | 28 | 29 | 30 | 31 | |

| MAY | | | | | | | NOVEMBER | | | | | | |
|-----|----|----|----|----|----|----|----------|----|----|----|----|----|----|
| S | M | T | W | T | F | S | S | M | T | W | T | F | S |
| | | | | | | 1 | | | | | | | 1 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 | 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 | 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 | 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| | | | | | | | 30 | | | | | | |

| JUNE | | | | | | | DECEMBER | | | | | | |
|------|----|----|----|----|----|----|----------|----|----|----|----|----|----|
| S | M | T | W | T | F | S | S | M | T | W | T | F | S |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | | | | | | | 1 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 | 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 | 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 | 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 29 | 30 | | | | | | 28 | 29 | 30 | 31 | | | |

2004

| JANUARY | | | | | | | JULY | | | | | | |
|---------|----|----|----|----|----|----|------|----|----|----|----|----|----|
| S | M | T | W | T | F | S | S | M | T | W | T | F | S |
| | | | | | | 1 | | | | | | | 1 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 | 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 | 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 | 25 | 26 | 27 | 28 | 29 | 30 | 31 |

| FEBRUARY | | | | | | | AUGUST | | | | | | |
|----------|----|----|----|----|----|----|--------|----|----|----|----|----|----|
| S | M | T | W | T | F | S | S | M | T | W | T | F | S |
| | | | | | | 1 | | | | | | | 1 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 | 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 | 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 | 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | | | | | | | 29 | 30 | 31 | | | | |

| MARCH | | | | | | | SEPTEMBER | | | | | | |
|-------|----|----|----|----|----|----|-----------|----|----|----|----|----|----|
| S | M | T | W | T | F | S | S | M | T | W | T | F | S |
| | | | | | | 1 | | | | | | | 1 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 | 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 | 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 28 | 29 | 30 | 31 | | | | 26 | 27 | 28 | 29 | 30 | | |

| APRIL | | | | | | | OCTOBER | | | | | | |
|-------|----|----|----|----|----|----|---------|----|----|----|----|----|----|
| S | M | T | W | T | F | S | S | M | T | W | T | F | S |
| | | | | | | 1 | | | | | | | 1 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 | 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 | 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 | 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| | | | | | | | 31 | | | | | | |

| MAY | | | | | | | NOVEMBER | | | | | | |
|-----|----|----|----|----|----|----|----------|----|----|----|----|----|----|
| S | M | T | W | T | F | S | S | M | T | W | T | F | S |
| | | | | | | 1 | | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 | 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 | 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 | 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 | 28 | 29 | 30 | | | | |
| 30 | 31 | | | | | | | | | | | | |

| JUNE | | | | | | | DECEMBER | | | | | | |
|------|----|----|----|----|----|----|----------|----|----|----|----|----|----|
| S | M | T | W | T | F | S | S | M | T | W | T | F | S |
| | | | | | | 1 | | | | | | | 1 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 | 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 | 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 27 | 28 | 29 | 30 | | | | 26 | 27 | 28 | 29 | 30 | 31 | |

